

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
JANUARY 17, 2007

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, January 17, 2007, at 7:00 p.m.**, at City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order.

Invocation.

Pledge of Allegiance to the Flag.

Opening Roll Call:

Present: Warpinski, De Wane, Nicholson, Theisen, Krueger, Haefs, Erickson, Kaye, Zima, Evans, Vander Leest, Johnson, Dantine, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Clancy, De Cleene, Zabel, Scray, Lund, Fewell

Excused: Zeller

Supervisor Hoeft arrived at 7:15 p.m.

Total Present: 25 Total Excused: 1

No. 1 -- Adoption of Agenda.

County Clerk, Darlene Marcelle, announced additions to the agenda as follows:

4a -- Board of Supervisors Committee as a Whole -- Supervisor Theisen's Communication-- Requesting action on a motion to rescind its' action of December 20, 2006 "to hold appointments 5b thru 5h until a new County Executive is sworn in".

8d(i) -- Board of Supervisors Committee as a Whole -- Approval to send out an RFP for new Mental Health Center Architect.

8d(i) -- Delete above addition to the Board of Supervisors as a Whole -- Approval to send out an RFP for new Mental Health Center Architect.

8d(i) -- Addition -- Report of Special Human Services Committee of January 17, 2007.

1a -- Closed Session -- for the purpose of deliberating whenever competitive or bargaining reasons require a closed session pursuant to Wisconsin State Statutes 19.85(1)(e).

1b -- Return to Open Session.

5p thru 5w -- Additional appointments by the County Executive.

A motion was made by Supervisor Warpinski and seconded by Supervisor De Wane **"to adopt the agenda as amended"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 1a -- Closed Session: For the purpose of deliberating whenever competitive or bargaining reasons require a closed session pursuant to Wisconsin State Statute 19.85(1)(e). In the alternative, the Board of Supervisors are meeting for the purpose of collective bargaining and are not subject to the Wisconsin open meetings law pursuant to 19.82(1) of the

Wisconsin State Statutes.

A motion was made by Supervisor De Wane and seconded by Supervisor Kaster **“to convene into Closed Session”**. Vote taken. Roll Call #1a(1):

Ayes: Warpinski, De Wane, Theisen, Krueger, Haefs, Erickson, Kaye, Zima, Evans, Vander Leest, Johnson, Dantine, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Clancy, De Cleene, Zabel, Scray, Lund, Fewell

Nays: Nicholson

Excused: Zeller

Absent: Hoeft

Total Ayes: 23 Total Nays: 1 Excused: 1 Absent: 1

Motion carried **“to convene into Closed Session”**. Included in Closed Session were: Donald Vander Kelen-County Negotiator, Mike Kwaterski-Human Resources Director, Dennis Kocken-Sheriff, John Jacques-Corporation Counsel, County Clerk-Darlene Marcelle, Chief Deputy Clerk-Sandy Juno and all County Board Supervisors that were present at the meeting.

Supervisor Hoeft arrived at 7:15 p.m.

No. 1b -- Return to Open Session

A motion was made by Supervisor Warpinski and seconded by Supervisor De Wane **“to return to the regular order of business”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 2 -- APPROVAL OF MINUTES OF COUNTY BOARD OF DECEMBER 20, 2006

A motion was made by Supervisor Warpinski and seconded by Supervisor De Wane **“to adopt the County Board Minutes of December 20, 2006”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 3 -- ANNOUNCEMENTS BY SUPERVISORS.

Supervisor Evans invited everyone to the St. Jude/Annunciation’s Mardi Gras Fund Raiser on February 9, 2007, at 6:00 p.m. at the Rock Gardens Supper Club.

Supervisor Evans wished Supervisor Zima a Happy Birthday today. In response to the birthday wish, Supervisor Zima invited all Supervisors to join him after the meeting for his birthday celebration.

Supervisor Erickson announced that the Brown County Prescription Drug Cards are available in the County Board Office. Mr. Erickson invited everyone to the 25th Annual Great Lakes Sports Fisherman Banquet on February 22nd at the Stadium View.

Supervisor Haefs suggested the County Executive fill the vacancy on the Workforce Development Board. Supervisor Haefs explained he previously served on that Board, however, he no longer is able to do so. He explained the importance of a County Board representative on the Workforce Development Board. Additionally, Supervisor Haefs requested a public comment item be added to the agenda to allow the public to address the Board. Supervisor Haefs stated that he is monitoring the sale of land at the Mental Health Center. He also questioned why we don’t have a contract with the Oneida Tribe and to please put it on the Executive Committee agenda.

Supervisor Clancy announced that St. Patrick’s Parish in Askeaton is having a Super Bowl Booyah Party on Super Bowl Sunday. Please bring your own containers for take out.

Supervisor Fewell thanked the Pulaski High School Marching Band for their participation in the Rose Bowl Parade and their performance was a wonderful representation of Wisconsin.

No. 4 -- COMMUNICATIONS.

No. 4a -- BOARD OF SUPERVISORS COMMITTEE AS A WHOLE.

Communication from Supervisor Tony Theisen requesting action on a motion to rescind its' action of December 20, 2006 -- "to hold appointments 5b through 5h until a new County Executive is sworn in".

A motion was made by Supervisor Theisen and seconded by Supervisor Warpinski **"to table item #4a until #5a on the agenda is taken"**. Voice vote taken. Motion carried with Supervisors Haefs, Zima and Kaster voting nay.

No. 5 -- APPOINTMENTS BY EXECUTIVE

A motion was made by Supervisor Fewell and seconded by Supervisor Kaster **"to refer appointments 5a-h and 5i-o until April Election."**

Discussion followed with Chairman Lund stating that the appointments will not be tabled; he will rule that each individual appointment be voted on separately. Discussion on Chairman Lund's ruling.

A motion was made by Supervisor Fewell and seconded by Supervisor Backmann **"to challenge the Chair"**. Vote taken. Roll Call #5(1):

Ayes: Erickson, Kaye, Zima, Evans, Johnson, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Clancy, Hoeft, Fewell

Nays: Warpinski, De Wane, Nicholson, Theisen, Krueger, Haefs, Vander Leest, Dantine, De Cleene, Zabel, Scray, Lund

Excused: Zeller

Total Ayes: 13 Total Nays: 12 Excused: 1

Motion carried **"to challenge the Chair"**. Discussion followed on the appointment process.

Following a lengthy debate, a motion was made by Supervisor Vander Leest and seconded by Supervisor Johnson **"to call the question"**. Vote taken. Roll Call #5(3):

Ayes: Vander Leest, Johnson, Van Deurzen, Fleck, Clancy, De Cleene, Scray

Nays: Warpinski, De Wane, Nicholson, Theisen, Krueger, Haefs, Erickson, Kaye, Zima, Evans, Dantine, La Violette, Kaster, Backmann, Zabel, Hoeft, Lund, Fewell

Excused: Zeller

Total Ayes: 7 Total Nays: 18 Excused: 1

Motion defeated **"to call the question"**.

Vote taken on Supervisor Fewell's motion **"to refer appointments 5a-h and 5i-o until after April Election"**. Vote taken. Roll Call #5(2):

Ayes: De Wane, Erickson, Kaye, Zima, Evans, Johnson, Kaster, Van Deurzen, Fleck, Clancy, Hoeft, Fewell

Nays: Warpinski, Nicholson, Theisen, Krueger, Haefs, Vander Leest, Dantine, La Violette, Backmann, De Cleene, Zabel, Scray, Lund

Excused: Zeller

Total Ayes: 12 Total Nays: 13 Excused: 1

Motion defeated **"to refer appointments"**.

Return to Chairman Lund's ruling to take each appointment individually.

No. 5a -- APPOINTMENT OF CHARLES V. KARNOPP TO ADJUSTMENTS BOARD

A motion was made by Supervisor Warpinski and seconded by Supervisor Dantine **"to approve the appointment of Charles Karnopp"**. Vote taken. Roll Call #5a(1):

Ayes: Warpinski, Nicholson, Theisen, Krueger, Haefs, Vander Leest, Johnson, Dantine, La Violette,

Backmann, De Cleene, Zabel, Scray, Lund

Nays: De Wane, Erickson, Kaye, Zima, Evans, Kaster, Van Deurzen, Fleck, Clancy, Hoeft, Fewell

Excused: Zeller

Total Ayes: 14 Total Nays: 11 Excused: 1

Motion carried **“to approve the appointment of Charles Karnopp”**.

No. 5b -- APPOINTMENT OF LIBBY MILLER TO AGING & DISABILITY RESOURCE CENTER BOARD

A motion was made by Supervisor Haefs and seconded by Supervisor Theisen **“to approve the appointment of Libby Miller”**. Vote taken. Roll Call #5b(1):

Ayes: Warpinski, Nicholson, Theisen, Krueger, Haefs, Vander Leest, Johnson, Dantine, La Violette, Backmann, Van Deurzen, De Cleene, Zabel, Scray, Lund

Nays: De Wane, Erickson, Kaye, Zima, Evans, Kaster, Fleck, Clancy, Hoeft, Fewell

Excused: Zeller

Total Ayes: 15 Total Nays: 10 Excused: 1

Motion carried **“to approve the appointment of Libby Miller”**.

A motion was made by Supervisor Theisen and seconded by Supervisor Warpinski **“to take item #4a at this time**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 4a -- BOARD OF SUPERVISORS COMMITTEE AS A WHOLE.
Communication from Supervisor Tony Theisen requesting action on a motion to rescind its’ action of December 20, 2006 -- “to hold appointments 5b through 5h until a new County Executive is sworn in”.

A motion was made by Supervisor Theisen and seconded by Supervisor Warpinski **“to take item #4a off the table”**. Vote taken. Roll Call #4a(1):

Ayes: Warpinski, Nicholson, Theisen, Haefs, Evans, Vander Leest, Johnson, Dantine, De Cleene, Zabel, Scray, Lund

Nays: De Wane, Krueger, Erickson, Kaye, Zima, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Clancy, Hoeft, Fewell

Excused: Zeller

Total Ayes: 12 Total Nays: 13 Excused: 1

Motion failed **“to take item #4a off the table”**.

No. 5c -- APPOINTMENTS OF CAL LINTZ AND MARK FREDERICKSON TO EMERGENCY MEDICAL SERVICES COUNCIL

A motion was made by Supervisor Haefs and seconded by Supervisor Warpinski **“to approve the appointments of Cal Lintz and Mark Frederickson”**. Supervisor Hoeft requested a separate vote.

Vote taken on **“the appointment of Cal Lintz”**. Roll Call #5c(1):

Ayes: Warpinski, Nicholson, Theisen, Haefs, Vander Leest, Johnson, Dantine, La Violette, Backmann, Van Deurzen, De Cleene, Zabel, Scray, Lund

Nays: De Wane, Krueger, Erickson, Kaye, Zima, Evans, Kaster, Fleck, Clancy, Hoeft, Fewell

Excused: Zeller

Total Ayes: 14 Total Nays: 11 Excused: 1

Motion carried **“to approve the appointment of Cal Lintz”**.

A motion was made by Supervisor Haefs and seconded by Supervisor Vander Leest **“to approve the appointment of Mark Frederickson”**. Vote taken. Roll Call #5c(2):

Ayes: Warpinski, Nicholson, Haefs, Vander Leest, Dantine, De Cleene, Zabel, Scray

Nays: De Wane, Theisen, Krueger, Erickson, Kaye, Zima, Evans, Johnson, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Clancy, Hoeft, Fewell

Excused: Zeller

Supervisor Lund's vote did not record. At this time he requested his vote be recorded as "yes".

Total Ayes: 9 Total Nays: 16 Excused: 1

Motion defeated **"to approve the appointment of Mark Frederickson to the Emergency Medical Services Council"**.

No. 5d -- REAPPOINTMENT OF KATHRYN HASSELBLAD-PASCALE AND REAPPOINTMENT OF FRANK BENNETT TO GREEN BAY METROPOLITAN SEWERAGE DISTRICT

A motion was made by Supervisor Haefs and seconded by Supervisor Johnson **"to approve the reappointments of Kathryn Hasselblad-Pascale and Frank Bennett"**.

A motion was made by Supervisor Krueger and seconded by Supervisor Zima **"to refer the reappointments of Kathryn Hasselblad-Pascale and Frank Bennett the May 16, 2007 County Board Meeting"**. Vote taken. Roll Call #5d(1):

Ayes: Warpinski, De Wane, Nicholson, Krueger, Erickson, Kaye, Zima, Evans, Johnson, La Violette, Kaster, Van Deurzen, Fleck, Clancy, Hoeft, Fewell

Nays: Theisen, Haefs, Vander Leest, Dantine, Backmann, De Cleene, Zabel, Scray, Lund

Excused: Zeller

Total Ayes: 16 Total Nays: 9 Excused: 1

Motion carried **"to refer the appointments of Kathryn Hasselblad-Pascale and Frank Bennett to the May 16, 2007 County Board Meeting"**.

No. 5e -- APPOINTMENT OF JOHN HANITZ TO HARBOR COMMISSION

A motion was made by Supervisor Scray and seconded by Supervisor Warpinski **"to approve the appointment of John Hanitz"**. Voice vote taken. Motion carried with the following Supervisors voting nay: Hoeft, Fewell, De Wane, Fleck, Kaster.

No. 5f -- APPOINTMENT OF STEPHANIE FORBES TO LIBRARY BOARD

A motion was made by Supervisor Haefs and seconded by Supervisor Backmann **"to approve the appointment of Stephanie Forbes"**.

A motion was made by Supervisor Zima and seconded by Supervisor Clancy **"to refer the appointment of Stephanie Forbes to the May 16, 2007 County Board Meeting"**. Vote taken. Roll Call #5f(1):

Ayes: De Wane, Krueger, Erickson, Kaye, Zima, Evans, Vander Leest, La Violette, Kaster, Fleck, Clancy, Hoeft, Fewell

Nays: Warpinski, Nicholson, Theisen, Haefs, Johnson, Dantine, Backmann, Van Deurzen, De Cleene, Zabel, Scray, Lund

Excused: Zeller

Total Ayes: 13 Total Nays: 12 Excused: 1

Motion carried **"to refer the appointment of Stephanie Forbes"**.

No. 5g -- APPOINTMENT OF SHERIFF DENNIS KOCKEN, STEVE MARICQUE AND MARK THIRY TO LOCAL EMERGENCY PLANNING COMMITTEE

A motion was made by Supervisor Warpinski and seconded by Supervisor Nicholson **“to approve the appointments of Sheriff Dennis Kocken, Steve Maricque and Mark Thiry”**. Voice vote taken. Motion carried with the following Supervisors voting nay: Hoeft, Fleck, De Wane, Fewell, Krueger.

No. 5h -- REAPPOINTMENT OF STEVE NERVEGNA TO NICOLET FEDERATED LIBRARY BOARD

A motion was made by Supervisor Vander Leest and seconded by Supervisor Scray **“to approve the reappointment of Steve Nervegna”**.

A motion was made by Supervisor Krueger and seconded by Supervisor Warpinski **“to refer the reappointment of Steve Nervegna to the May 16, 2007 County Board Meeting”**. Voice vote taken. Motion carried with the following Supervisors voting nay: Nicholson, Haefs, Theisen, Zabel, Scray, Backmann, De Cleene, Vander Leest

No. 5i thru #5o -- See Item #4a. Vote failed to remove these items from the table.

No. 5p -- REAPPOINTMENT OF PATRICIA HICKEY, CHAU XIONG & SUNNY ARCHAMBAULT TO COMMUNITY OPTIONS PLANNING COMMITTEE

A motion was made by Supervisor Vander Leest and seconded by Supervisor Johnson **“to approve the reappointments of Patricia Hickey, Chua Xiong and Sunny Archambault”**.

Supervisor Evans requested a separate vote on each appointment.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Johnson **“to approve the reappointment of Patricia Hickey”**. Voice vote taken. Motion carried with the following Supervisors voting nay: Fleck, Kaye, Warpinski, De Wane, Erickson, Kaster.

A motion was made by Supervisor Scray and seconded by Supervisor Vander Leest **“to approve the reappointment of Chua Xiong”**. Voice vote taken. Motion carried with the following Supervisors voting nay: Kaye, Erickson, Warpinski, Kaster, Fleck, De Wane

A motion was made by Supervisor Johnson and seconded by Supervisor La Violette **“to approve the reappointment of Sunny Archambault”**. Voice vote taken. Motion carried with the following Supervisors voting nay: Warpinski, De Wane, Erickson, Kaster, Kaye

No. 5q -- APPOINTMENT OF DR. MARK WESTFALL, SUPERVISOR TONY THEISEN AND SUPERVISOR KATHY JOHNSON TO EMERGENCY MEDICAL SERVICES COUNCIL

A motion was made by Supervisor Vander Leest and seconded by Supervisor Scray **“to approve the appointments of Dr. Mark Westfall, Tony Theisen and Kathy Johnson”**.

A motion was made by Supervisor Zima and seconded by Supervisor Fewell **“to refer the appointments of Dr. Mark Westfall, Tony Theisen and Kathy Johnson to the May 16, 2007 County Board Meeting”**. Voice vote taken. Motion carried with the following Supervisors voting nay: Scray, Zabel, De Cleene, Dantine, Vander Leest, Lund, Theisen, Nicholson, Haefs. Supervisor Johnson abstained from the vote.

No. 5r -- REAPPOINTMENT OF THOMAS SLADEK TO ETHICS BOARD

A motion was made by Supervisor Zabel and seconded by Supervisor Johnson **“to approve the reappointment of Thomas Sladek”**. Vote taken. Roll Call #5r(1):

Ayes: Nicholson, Theisen, Vander Leest, Johnson, Dantine, La Violette, Backmann, Van Deurzen, De Cleene, Zabel, Scray, Lund

Nays: Warpinski, De Wane, Krueger, Haefs, Erickson, Kaye, Zima, Evans, Kaster, Fleck, Clancy, Hoeft, Fewell

Excused: Zeller

Total Ayes: 12 Total Nays: 13 Excused: 1

Motion defeated **“to approve the reappointment of Thomas Sladek”**.

A motion was made by Supervisor Haefs and seconded by Supervisor Theisen **“to reconsider the reappointment of Thomas Sladek”**. Because Supervisor Haefs was in the majority vote, he was able to have the vote reconsidered. Vote taken. Roll Call #5r(2):

Ayes: Nicholson, Theisen, Haefs, Vander Leest, Johnson, Dantine, La Violette, Backmann, Van Deurzen, De Cleene, Zabel, Scray, Lund

Nays: Warpinski, De Wane, Krueger, Erickson, Kaye, Zima, Evans, Kaster, Fleck, Clancy, Hoeft, Fewell

Excused: Zeller

Total Ayes: 13 Total Nays: 12 Excused: 1

Motion carried **“to approve the reappointment of Thomas Sladek”**.

No. 5s -- REAPPOINTMENT OF JERRY VAN SISTINE AND APPOINTMENT OF DR. MARY GREENLAW TO HANDICAPPED CHILDREN’S EDUCATION BOARD

A motion was made by Supervisor Johnson and seconded by Supervisor Vander Leest **“to approve the reappointment of Jerry Van Sistine and appointment of Dr. Mary Greenlaw”**. Voice vote taken. Motion carried with the following Supervisors voting nay: Hoeft, De Wane.

No. 5t -- REAPPOINTMENT OF LYNN SCHWARM TO LAND INFORMATION OFFICE BOARD

A motion was made by Supervisor Vander Leest and seconded by Supervisor Scray **“to approve the appointment of Lynn Schwarm”**. Voice vote taken. Motion carried with the following Supervisors voting nay: De Wane, Hoeft, Fleck, Kaster, Warpinski, Krueger, Clancy, Fewell, Kaye, Evans, Zima

No. 5u -- APPOINTMENT OF REPRESENTATIVE KARL VAN ROY TO LOCAL EMERGENCY PLANNING COMMITTEE

A motion was made by Supervisor Scray and seconded by Supervisor Van Deurzen **“to approve the appointment of Representative Karl Van Roy”**. Voice vote taken. Motion carried with the following Supervisors voting nay: De Wane, Warpinski, La Violette, Fewell, Clancy, Erickson, Zima, Krueger, Fleck, Hoeft.

No. 5v -- REAPPOINTMENT OF SUPERVISOR KATHY JOHNSON AND KRAMER ROCK TO MUSEUM BOARD OF DIRECTORS

A motion was made by Supervisor La Violette and seconded by Supervisor Warpinski **“to refer the reappointments of Supervisor Kathy Johnson and Kramer Rock to the May 16, 2007 County Board Meeting”**.

Supervisor Theisen requested separation on vote to refer Supervisor Johnson’s appointment. Vote taken **“on referral of Supervisor Kathy Johnson’s reappointment to the May 16, 2007 County Board Meeting”**. Roll Call #5v(1):

Ayes: Warpinski, De Wane, Krueger, Erickson, Kaye, Zima, Evans, Kaster, Fleck, Clancy, Lund, Fewell

Nays: Nicholson, Theisen, Haefs, Vander Leest, Johnson, Dantine, La Violette, Backmann, Van Deurzen, De Cleene, Zabel, Scray, Hoeft

Excused: Zeller

Total Ayes: 12 Total Nays: 13 Excused: 1

Motion defeated **“to refer the reappointment of Supervisor Kathy Johnson”**.

A motion was made by Supervisor Haefs and seconded by Supervisor Warpinski **“to approve the reappointment of Supervisor Kathy Johnson”**. Vote taken. Roll Call #5v(2):

Ayes: Warpinski, De Wane, Nicholson, Theisen, Krueger, Haefs, Erickson, Kaye, Evans, Vander Leest, Johnson, Dantinne, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Clancy, De Cleene, Zabel, Scray, Hoeft, Lund

Nays: Zima

Abstain: Fewell

Excused: Zeller

Total Ayes: 23 Total Nays: 1 Abstain: 1 Excused: 1

Motion carried **“to approve the reappointment of Supervisor Kathy Johnson”**.

A motion was made by Supervisor La Violette and seconded by Supervisor Warpinski **“to refer the reappointment of Kramer Rock to the May 16, 2007 County Board Meeting**. Voice vote taken.

Motion defeated with the following Supervisors voting aye: Krueger, Zima.

A motion was made by Supervisor Johnson and seconded by Supervisor Kaster **“to approve the reappointment of Kramer Rock”**. Voice vote taken. Motion carried with the following Supervisors voting nay: Krueger, Kaster.

No. 5w -- APPOINTMENT OF SUPERVISOR JOHN VANDER LEEST TO PLANNING COMMISSION

A motion was made by Supervisor Warpinski and seconded by Supervisor Scray **“to approve the appointment of Supervisor John Vander Leest”**.

A motion was made by Supervisor Zima and seconded by Supervisor Van Deurzen **“to refer the appointment of Supervisor John Vander Leest to the May 16, 2007 County Board Meeting”**. Vote taken. Roll Call #5w(1):

Ayes: Warpinski, De Wane, Krueger, Haefs, Erickson, Kaye, Zima, Evans, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Clancy, Hoeft, Lund, Fewell

Nays: Nicholson, Theisen, Vander Leest, Dantinne, De Cleene, Zabel, Scray

Abstain: Johnson

Excused: Zeller

Total Ayes: 17 Total Nays: 7 Abstain: 1 Excused: 1

Motion carried **“to refer the appointment of Supervisor John Vander Leest”**.

No. 6a -- REPORT BY COUNTY EXECUTIVE. None.

No. 6b -- REPORT BY BOARD CHAIRMAN. None.

No. 7 -- OTHER REPORTS. None.

No. 8a -- REPORT OF ADMINISTRATION COMMITTEE OF DECEMBER 27, 2006

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on December 27, 2006, and recommends the following motions:

1. Review minutes of:
 - a. Facility Master Plan (11/28/06).
Receive & place on file.
2. Review information from the Human Resources informational meeting held prior to Executive Committee meeting concerning Step-Increase freeze options. (Referred from Executive Committee.) Please reference information sent out with weekly agenda packets on December 14, 2006. Have Human Resources Director determine the cost of a market analysis and report back to the committee.
3. Public Safety Communications - Request for Budget Transfer: Interdepartmental Transfer: Transfer funds from general fund to Public Safety Communications to cover the Radio Interoperability Study (\$100,000). Hold for one month.
4. Communication from Joe Backmann re: To have the Treasurer's office give a presentation on how Cities, Villages and Towns determine their portion of the County tax. Hold for one month.
5. Dept. of Administration - Request for Budget Transfer (#06-98) Increase in Expenditures with Offsetting Increase in Revenue: Offsetting Budget Transfer to Human Services Budget Transfer 06-96: to purchase two laser jet printers for the Human Services Payee Department (\$5,000). Approve.
6. Dept. of Administration - Request for Budget Transfer (#06-99): Increase in Expenditures with Offsetting Increase in Revenue: Offsetting Budget Transfer to Human Services Budget 06-97: To purchase three computers and 1 laser jet printer in Human Services Child Care area (\$5,350). Approve.
7. Dept. of Administration - Budget Status Financial Report (November 30, 2006). Receive & place on file.
8. Dept. of Administration - 2006 Budget Transfer Log. Receive & place on file.
9. Human Resources - Budget Status Financial Report (November 30, 2006). Receive & place on file.
10. Human Resources - Monthly Committee Report for November 2006. Receive & place on file.
11. County Clerk - Resolution re: County Clerk's Department Change in Table of Organization (Deleting One (1) Clerk Typist I (Bilingual) Position—Creating One (1) Elections Specialist Position (Bilingual). Revised for Clarification of "Bilingual Required." (Referred to Executive Committee.) Committee approved. See Resolutions, Ordinances January County Board.
12. County Clerk - Budget Status Financial Report for November 30, 2006. Receive & place on file.
13. Audit of bills. Pay the bills.

A motion was made by Supervisor De Wane and seconded by Supervisor Warpinski **"to adopt"**. Supervisor Evans requested item #11 be taken separately. Voice vote taken. Remainder of report passed unanimously with no abstentions.

Item #11 -- County Clerk - Resolution re: County Clerk's Department Change in Table of Organization (Deleting One (1) Clerk Typist 1 (Bilingual) Position - Creating One (1) Elections Specialist Position (Bilingual). Revised for Clarification of "Bilingual Required". (Referred to Executive Committee.) COMMITTEE ACTION: Committee approved. See Resolutions, Ordinances January County Board.

A motion was made by Supervisor Evans and seconded by Supervisor Zima **"to receive and place on file item #11"**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Carol Kelso, County Executive

Date: 2/20/2007

No. 8b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF JANUARY 4, 2007

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on January 4, 2007 and recommends the following:

1. Review minutes:
 - a) Neville Public Museum Governing Board (12/18/06). Receive & place on file.
2. Arena/Expo Centre - Event Attendance November 2006. Receive & place on file.
3. Parks - Budget Status Financial Report ending November 30, 2006. Receive & place on file.
4. Parks - Update Arena Roof Engineering Study/Specifications. Receive & place on file.
5. Parks - Update on lawsuit for Arena roof. Receive & place on file.
6. Parks - Update on Dog Park Plan. Receive & place on file.
7. Parks - Director's report. Receive & place on file.
8. Museum - Attendance & Admissions (November 2006). Receive & place on file.
9. Museum - Budget Status Financial Report (November 30, 2006). Receive & place on file.
10. Museum - Director's Report. Receive & place on file.
11. Library - Budget Financial Status Report (November 30, 2006). Receive & place on file.
12. Library report. Receive & place on file.
13. NEW Zoo - Budget Financial Status Report (November 30, 2006). Receive & place on file.
14. NEW Zoo - Monthly Activity Reports.
 - a) Animal Collection Report (December 2006). Receive & place on file.
 - b) Admissions Revenue/Attendance 2006 Year End Report. Receive & place on file.
 - c) Gift Shop Concessions Revenue. Receive & place on file.
 - d) Education /Volunteer report (December 2006). Receive & place on file.
15. Golf Course - Daily Financial & Attendance Report (November 5, 2006). Receive & place on file.
16. Golf Course - Budget Financial Status Report (November 30, 2006). Receive & place on file.
17. Golf Course - Superintendent's report. (No report.)
18. Audit of bills. Approve the bills.
19. **Closed Session** Authorized by Sec. 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating, negotiating or conducting other specified public business, whenever, competitive or bargaining reasons require a closed session. (No Closed Session held.)

A motion was made by Supervisor Dantinne and seconded by Supervisor Johnson **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 2/20/2007

No. 8c -- REPORT OF EXECUTIVE COMMITTEE OF JANUARY 8, 2007

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on January 8, 2007 and recommends the following motions:

1. County Executive report.
 - a) Budget Status Financial Report (November 30, 2006).
Receive & place on file.
2. Internal Auditor Report.
 - a) Budget Status Financial Report (November 30, 2006).
Receive & place on file.
 - b) Report of work completed in 2006.
Receive & place on file.
 - c) Other. (No additional information.)
3. Communication from Supervisor Paul Zeller re: To hold letting RFP Contract Project #1233 until an opinion from the Wisconsin Attorney General is obtained regarding a potential conflict of interest and the contract is approved by the oversight Committee of the County Board. Refer this back to Public Safety Committee. Ayes: 5 (Erickson, Krueger, Lund, Fewell, Kaye); Nays: 1 (Evans); Excused: 1 (Johnson). Motion Carried.
4. Communication from Supervisor Steve Fewell re: Updating the tracking of Resolutions & Ordinances. (Held from previous meeting.) Receive & place on file.
5. Communication from Supervisor Fewell re: Resolutions: (Held from previous meeting.) Refer this to Administration Committee for further study and bring back to this committee.
6. Action re: Salary compensation for Emergency Management Director. (Held from previous meeting.) (Referred from Public Safety Committee.) Refer this back to Public Safety Committee.
7. Human Resources Director present to Executive Committee meeting recommendation to the Board on procedures needed to re-implement the step process. (Held from November meeting.) Refer to Administration Committee.
8. Human Resources Director presents to Executive Committee his suggestions for a new County Ordinance on the procedure to handle re-class requests. (Held from November meeting.) Refer to Administration Committee.
9. County Clerk's Department Change in Table of Organization (Deleting One (1) Clerk/Typist I ("Bilingual) Position-Creating One (1) Elections Specialist Position (Bilingual). **Revised for Clarification of "Bilingual Required."**(Referred from Administration Committee.) Item Deleted.
10. Resolution re: Aging & Disability Resource Center Change in Table of Organization. (Referred from Human Services Committee.) Committee approved. See Resolutions, Ordinances January County Board.
 - a) Request for Budget Transfer (#07-01): Increase in Expenditures with Offsetting Increase in Revenue: ADRC Grant (\$657,832; Case management – ADRC - \$49,660). Approved.
 - b) Request for Budget Transfer (#07-02); Increase in Expenditures with Offsetting Increase in Revenue: Increase in expenditures of \$552,559 with offsetting increase in revenue. Approved.
11. Resolution re: Changing the HSD's Table of Organization in Support of ADRC Expansion. (Referred from Human Services Committee.) Committee approved. See Resolutions, Ordinances January County Board.
12. Resolution re: Directing the County Clerk to Place the Referendum Question Contained in this Resolution Requesting State Legislative Action on Health Care on the April 2007 Ballot. Committee approved. Ayes: 5 (Erickson, Lund, Krueger, Fewell, Kaye); Nays: 1 (Evans); Excused: 1 (Johnson). Motion Carried. See Resolutions, Ordinances January County Board.
13. Resolution re: To Execute a 2007-2008 Labor Agreement with the Brown County Corrections

Officers, Local 75. Committee approved. See Resolutions, Ordinances January County Board.

14. Resolution re: to Execute a 2007-2008 Labor Agreement with the Brown County Highway Department Employees. Committee approved. See Resolutions, Ordinances January County Board.
15. Resolution re: to Execute a 2007-2008 Labor Agreement with the Brown County Austin Straubel International Airport Employees, Local 75. Committee approved. See Resolutions, Ordinances January County Board.
16. Resolution re: to Execute a 2007-2008 Labor Agreement with the Brown County Courthouse Employees. Committee approved. Ayes: 5 (Evans, Lund, Krueger, Fewell, Kaye); Abstain: 1 (Erickson); Excused 1 (Johnson). Motion Carried. See Resolutions, Ordinances January County Board.
17. Resolution re: to Execute a 2007-2008 Labor Agreement with the Brown County Museum Employees. Committee approved. See Resolutions, Ordinances January County Board.
18. Ordinance re: To change Sec. 2.16 of the Brown County Code Dealing with Appointment Terms. Committee approved. See Resolutions, Ordinances January County Board.
19. **Closed Session:** For the purpose of deliberating whenever competitive or bargaining reasons require a closed session pursuant to Wisconsin State Statute 19.85 (1) (e). In the alternative, the Executive Committee is meeting for the purpose of collective bargaining and is not subject to the Wisconsin open meetings law pursuant to 19.82 (1) of the Wisconsin State Statutes. (No Closed Session held.)

A motion was made by Supervisor De Wane and seconded by Supervisor Kaster **“to adopt”**. Voice vote taken. Supervisor Erickson abstained from item #16. Remainder of report passed unanimously with no abstentions.

Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 2/20/2007

No. 8d -- REPORT OF HUMAN SERVICES COMMITTEE OF JANUARY 3, 2007

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on January 3, 2007, and recommends the following motions:

1. Review minutes of:
 - a) Children with Disabilities Education Board (11/29/06).
 - b) Community Options Program Appeals Committee (10/23/06).
 - c) Aging & Disability Resource Center (12/14/06).
 - d) Human Services Board (12/7/06).
 - e) Homeless Issues & Affordable Housing Sub Committee (12/19/06).
 Receive & place on file items a-e.
2. Communication from Supervisor Mary Scray re: Make a decision on the site of our facility and create a time line for construction. We will welcome interested parties. (Held from previous meeting.) Receive & place on file.
3. Communication from Supervisor Andy Nicholson re: Requesting exact number of inmates who suffer from mental illness who are housed in the Brown County jail. (Referred from Public Safety Committee.) (Held from previous meeting.) Receive & place on file.
4. Communication from Supervisor Fewell re: To review cuts being made at the BCMHC due to

Downsizing Agreement still being implemented by Administration. (Referred from December County Board.) Hold for one month.

5. Communication from Supervisor Fewell re: To have the appropriate authorities complete an investigation with providers and a "John Doe" investigation of Brown County employees regarding the denial of admissions at the BCMHC due to Administrative directive. (Referred from December County Board.) Hold for one month.

6. Communication from Supervisor Fewell re: To have letter sent by Chair Lund and Human Services Chair Evans to inform the State of County Board action to discontinue the Downsizing Agreement with the State. (Referred from December County Board.) Approve.

7. Communication from Supervisor Scray re: To look at the sale of current MHC and use money to decrease bonding needed/levy amount needed to build new facility. Refer to Facilities Master Plan Sub Committee.

8. Aging & Disability Resource Center of Brown County - Request for Budget Transfer (#07-02): Increase in Expenditures with Offsetting Increase in Revenue: Increase in expenditures of \$552,559 with offsetting increase in revenues. Approve.

9. Aging & Disability Resource Center of Brown County - Resolution re: Aging & Disability Resource Center Change in Table of Organization. (Referred to Executive Committee.) Committee approved. See Resolutions, Ordinances January County Board.

10. Aging & Disability Resource Center of Brown County - Budget Status Financial Report for November 30, 2006. Receive & place on file.

11. Human Services Dept. - Update on status of ICF-MR. Hold for one month.

12. Human Services Dept. - Mental Health Center Statistics and Graph. Receive & place on file.

13. Human Services Dept. - Bellin Report. Receive & place on file.

14. Human Services Dept. - Request for Budget Transfer (#07-03): Increase in Expenditures with Offsetting Increase in Revenue: Increase in 2007 Grant Income with an offsetting increase in expenses (\$5,000). Approve.

15. Human Services Dept. - Request for Budget Transfer (#07-01): Increase in Expenditures with Offsetting Increase in Revenue: Change the 2007 budget to reflect an increase in ADRC Grant Revenues from the State and additional case management revenue with offsetting expenses (\$707,492). Approve.

16. Human Services Dept. - Resolution re: Changing the HSD's Table of Organization in Support of ADRC Expansion. (Referred to Executive Committee.) Committee approved. See Resolutions, Ordinances January County Board.

17. Human Services Dept - Review and approve Purchase-of-Service, Mental Health Center, Individual Contract/Agreement Boiler Plates. Approve Purchase-of-Service, Mental Health Center, Individual Contract/Agreement Boiler Plates. Ayes: 4 (LaViolette, Scray, Van Deurzen, Zabel); Nays: 1 (Evans); Excused: 2 (Zima, Fewell). Motion Carried.

18. Human Services Dept. - Review and approve all 2007 Contracts including Non-Continuous Served Up to \$10,000.

a) Approve the 2007 contracts, with a stipulation to return in February with information from Dane County and Corporation Counsel. **Supervisor Zabel abstained on the vote for the YWCA Daycare Center contract because of a conflict of interest.**

b) Friendly amendment to approve non-continuous contracts served up to \$5,000 (barring applicable emergency situations).

19. Human Services Dept. - Contract Update. Receive & place on file.

20. Human Services Dept. - Review legal opinion from Corporation Counsel re: contract review. To hold.

21. Human Services Dept - Request Status Log. Receive & place on file.

22. Human Services Dept. - Mental Health Center Financial Statements, November 30, 2006.
Receive & place on file.

23. Economic Support & Community Services Preliminary Variance Forecase Based on November 2006 Financials. Receive & place on file.

A motion was made by Supervisor De Wane and seconded by Supervisor Evans **“to adopt”**. Supervisor Evans requested item #17 be taken separately. Voice vote taken. Remainder of report passed unanimously with no abstentions.

Item #17 -- Human Services Dept. - Review and approve Purchase-of-Service, Mental Health Center, Individual Contract/Agreement Boiler Plates. COMMITTEE ACTION: Approve Purchase-of-Service, Mental Health Center , Individual Contract/Agreement Boiler Plates. Ayes: 4 (La Violette, Scray, Van Deurzen, Zabel); Nays: 1 (Evans); Excused: 2 (Zima, Fewell). Motion Carried.

A motion was made by Supervisor Evans and seconded by Supervisor Zima **“to refer to Human Services Committee”**. Voice vote taken. Supervisors Evans, Zima, Krueger, Zabel and Warpinski voted to support the referral. Remaining Supervisors voted against referral. Motion defeated.

A motion was made by Supervisor Van Deurzen and seconded by Supervisor La Violette **“to adopt item #17”**. Voice vote taken. Motion carried with the following Supervisors voting nay: Warpinski, Zima, Evans, Zabel, Krueger.

Approved by: _____ \s\ Carol Kelso, County Executive * _____ Date: 2/20/2007

* COUNTY EXECUTIVE VETOED ITEM #6.

No. 8d(i) -- REPORT OF “SPECIAL” HUMAN SERVICES COMMITTEE OF JANUARY 17, 2007

TO THE MEMBERS OF THE BROWN COUNTY
 BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in special session on January 17, 2007, and recommends the following motions:

1. Approval to send out an RFP for new Mental Health Center Architect. Refer RFP for Mental Health Center Architect to Corporation Counsel and Human Services Chairman for review and to forward to potential vendors within five business days. If not completed within five business days, to instruct the Internal Auditor to seek outside professional services with funds available in the contract services account.

(Please note the attached Horty Elving report is for both RFPs.)**

2. Approval to send out an RFP for construction manager-at-risk for new Mental Health Center. Refer RFP for Construction Manager-at-Risk for new Mental Health Center to Corporation Counsel and Human Services Chairman for review and to forward to potential vendors within five business days. If not completed within five business days, to instruct the Internal Auditor to seek outside professional services with funds available in the contract services account.

A motion was made by Supervisor Evans and seconded by Supervisor De Wane **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ ** Date: _____

** COUNTY EXECUTIVE REFUSED TO SIGN ITEMS #1 AND #2.

No. 8e -- No meeting held for Planning, Development and Transportation Committee and Land Conservation Sub Committee in December 2006.

Approved by: _____ \s\ Carol Kelso, County Executive Date: 1/23/2007

No. 8f -- REPORT OF PUBLIC SAFETY COMMITTEE OF JANUARY 3, 2007

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on January 3, 2007, and recommends the following motions:

1. Review minutes/reports:
 - a) Criminal Justice Coordinating Board (10/31/06). Receive & place on file.
2. Communication from Supervisor Andy Nicholson re: Requesting a change in procedures relating to 911 calls for criminal cases. (Held from previous meeting.) Hold for one month until Commander Arts can make a presentation.
3. Volunteers in Probation - Monthly Statistics November 2006 (ending 11/30/06). Receive & place on file.
4. District Attorney - Request for Budget Transfer (#06-87): Interdepartmental Transfer (Including contingency or general fund transfers): Request to transfer \$21,563 from general fund to cover 2006 deficit in District Attorney's Office. (Referred to Administration Committee.) (Held from November meeting.) To hold.
5. District Attorney - Budget Status Financial Report attached for November 30, 2006. Receive & place on file.
6. Public Safety Communications - Request for Budget Transfer: Interdepartmental Transfer (including contingency or general fund transfers): Transfer funds from general fund to Public Safety Communications to cover Radio Interoperability Study (\$100,000). (Referred to Administration Committee.) Move forward with the RFP with no transfer of money at this time, and to get a technical person to look into the system, if needed.
7. Public Safety Communications - Memorandum of Understanding between 2-1-1: Get Connected, Get Answers & Public Safety Communications 9-1-1. (Held from previous meeting.) To be distributed at meeting. To support.
8. Public Safety Communications - Monthly Budget Financial Status Report for November 30, 2006. Receive & place on file.
9. Emergency Government - Salary compensation for Emergency Management director. (Held from previous meeting so Human Resources can do a comparison study.) Hold for one month until the reclass is completed.
10. Sheriff - Key Factor Report 2006 with Jail Average Daily Population by month and Overtime

Expenditures by Division/Section 2006 – thru December 7, 2006. Receive & place on file.

11. Sheriff - Monthly Budget Financial Status Report of November 30, 2006. Receive & place on file.
12. Sheriff's report.
 - a) Send a letter to Governor Doyle or the Secretary of Department of Corrections.
 - b) Receive & place on file.
13. Budget Status Financial Reports for November 30, 2006 for Medical Examiner, Circuit Courts & Clerk of Courts. Receive & place on file.
14. **Closed Session:** Pursuant to Sec. 19.85 (1) (c) considering employment, promotion, compensation, or performance evaluation date of a public employee over which the Committee has jurisdiction or exercises responsibility. (No Closed Session held.)
15. Audit of bills. Pay the bills.

A motion was made by Supervisor De Wane and seconded by Supervisor Clancy **“to adopt”**.

Supervisor Evans requested item #6 be taken separately. Voice vote taken. Remainder of report passed unanimously with no abstentions.

Item #6 -- Public Safety Communications - Request for Budget Transfer: Interdepartmental Transfer (including contingency or general fund transfers): Transfer funds from general fund to Public Safety Communications to cover Radio Interoperability Study (\$100,000). (Referred to Administration Committee.) COMMITTEE ACTION: Move forward with the RFP with no transfer of money at this time, and to get a technical person to look into the system, if needed.

Supervisor Evans asked Supervisor Kaye (Chair of the Public Safety Committee), if we could look into RFP's. Supervisor Kaye explained our Internal Auditor is not receiving any cooperation from the Purchasing Department, which has delayed action. Supervisor Kaye said our Internal Auditor will proceed and keep us updated.

A motion was made by Supervisor Evans and seconded by Supervisor Kaye **“to adopt item #6”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Carol Kelso, County Executive * Date: 2/20/2007

* COUNTY EXECUTIVE REFUSED TO SIGN ITEM #6.

No. 9a -- RESOLUTION REGARDING: DIRECTING THE COUNTY CLERK TO PLACE THE REFERENDUM QUESTION CONTAINED IN THIS RESOLUTION REQUESTING STATE LEGISLATIVE ACTION ON HEALTH CARE ON THE APRIL 2007 BALLOT

A motion was made by Supervisor Warpinski and seconded by Supervisor De Wane **“to adopt”**.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Kaster **“to delete the word “universal” in the referendum question”**. Discussion followed.

A motion was made by Supervisor Erickson and seconded by Supervisor Kaye **“to suspend the rules to allow interested parties to address the Board”**. Voice vote taken. Motion carried unanimously with no abstentions.

Julie Huen, 2100 Pheasant Run Ct., Appleton, working with the nonprofit organization, Working Families Win, spoke in favor of the resolution.

A motion was made by Supervisor Warpinski and seconded by Supervisor Van Deurzen **“to return to the regular order of business”**. Voice vote taken. Motion carried unanimously.

At this time, Supervisor De Cleene was excused from the meeting.

Vote was taken on Supervisor Vander Leest's motion **"to delete the word "universal" in the referendum question"**. Roll Call #9a(1):

Ayes: Nicholson, Vander Leest, Dantine, Kaster, Zabel, Scray, Lund.

Nays: Warpinski, De Wane, Theisen, Krueger, Haefs, Erickson, Kaye, Zima, Evans, Johnson, La Violette, Backmann, Van Deurzen, Fleck, Clancy, Hoeft, Fewell

Excused: Zeller, De Cleene

Total Ayes: 7 Total Nays: 17 Excused: 2

Motion defeated **"to delete the word "universal" in the referendum question"**.

Vote taken on original motion **"to adopt the resolution regarding: Directing the County Clerk to Place the Referendum Question Contained in this Resolution Requesting State Legislative Action on Health Care on the April 2007 Ballot"**. Vote taken. Roll Call #9a(2):

Ayes: Warpinski, De Wane, Krueger, Kaye, Zima, Johnson, La Violette, Fleck, Clancy, Hoeft, Lund, Fewell

Nays: Nicholson, Theisen, Haefs, Erickson, Evans, Vander Leest, Dantine, Kaster, Backmann, Van Deurzen, Zabel, Scray

Excused: Zeller, De Cleene

Total Ayes: 12 Total Nays: 12 Excused: 2

Motion defeated **"to adopt"**.

No. 9 -- RESOLUTIONS, ORDINANCES.

A motion was made by Supervisor Fewell and seconded by Supervisor Warpinski **"to adopt Resolutions #9b thru #9f in one vote"**. Voice vote taken. Motion carried unanimously **"to adopt Resolutions #9b thru #9f"** except Supervisor Erickson abstained from Resolution #9e.

No. 9b -- RESOLUTION REGARDING: TO EXECUTE A 2007-2008 LABOR AGREEMENT WITH THE BROWN COUNTY CORRECTIONS OFFICERS, LOCAL 75

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two (2) year labor agreement on behalf of Brown County with the Brown County Corrections Officers, Local 75, for the years 2007-2008 effective January 1, 2007, which agreement shall provide the following major changes from the 2006 labor agreement.

All items, with the exception of wages, or except as specifically provided otherwise, will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. Article 13 – Grievance Procedure

- Change Step Two

Grievance to be presented to the Jail Commander in writing accompanied either by a

Steward or Business Agent of Local Union upon request

Change Current Step 2 to Step 3

Current Step 3 to Step 4

Current Step 4 to Step 5

2. **Article 14 - Hours of Work**

Modify the comp time beginning line 349:

The Employer and the employee ~~may~~ mutually agree that overtime may be ~~taken~~ earned as compensatory time and banked. Usage will be by mutual agreement between the employer and the employee. Compensatory time will not accumulate in excess of 80 hours. If overtime is paid, the compensation will be paid at the rate which is in effect at the time payment is made. Compensatory time will not be allowed to be carried over from year to year and will be paid out at the rate it is earned. Employees shall not accrue compensatory time in excess of eighty (80) hours. Compensatory time will not accumulate from one calendar year to another. The balance of compensatory time will be paid out at the end of the year. Employee may request a 60 day extension with the approval of the department head.

Modify the following beginning line 366:

Shift premiums of ~~\$.20~~ \$.30 per hour for second (afternoon) shift and \$.40 per hour for third (night) shift shall be paid to employees for actual hours worked.

Add the following paragraphs beginning line 368:

Minimum Call-In Time. A call-in is defined as any time an employee is required to work outside his/her normal work shift schedule. Employees will be compensated for a minimum of three (3) hours for any call-in time worked on a scheduled work day. Employees will be compensated for a minimum of five (5) hours for any call in time on a day off or scheduled vacation day. This call-in time shall be compensated at the normal rate of pay. Call-in time shall not be pyramided with overtime.

3. Disciplinary procedures where the correctional officer is not vindicated through the grievance procedure.

Court Appearance and Cancellations. If an employee is scheduled to appear in court on a normally scheduled day outside the employee's normally scheduled hours, such employee shall receive a minimum of four (4) hours pay at his normal rate of pay. An employee shall be compensated for five(5) hours of pay at his/her normal rate of pay when a scheduled court appearance call-in on a day off or scheduled vacation has been canceled.

An employee who is scheduled for court is required to call the watch commander after 6:00 p.m. on the day prior to the scheduled court appearance. In the event that a cancellation has not been confirmed at this time, the employee shall be entitled to the normal pay such employee was to receive as if the court appearance had not been canceled.

In the event that an employee has been scheduled for two court appearances on any single day, one in the morning and one in the afternoon, and the court case scheduled in the afternoon is canceled on the morning thereof, the employee, if he/she appeared for the morning case, shall receive 40 minutes compensation at his/her time and one-half rate of pay.

3. **Article 15 – Seniority**

Add: When two (2) or more employees are hired on the same date, seniority shall be determined by entry test scores. (this process will begin upon ratification and not be retroactive for any purposes).

4. **Article 19 – Insurance**

The following changes will take place effective January 1, 2007.

Based on the 2007 HSP enrollments should the number fall below 10% of total Brown County Corrections Officer employees, the HSP will discontinue in January 1, 2008.

Employees hired after January 1, 2007 will be offered the PPO plan.

The following changes to the PPO plan are effective midnight December 31, 2006.

- PPO ambulance usage for medically necessary events will be paid at 95%.
- A 3 – tier formulary will be followed for all prescriptions:
 - 20% Generic
 - 25% Preferred
 - 25% + \$15 surcharge – non-preferred
- There will be a ~~\$25~~ \$50 penalty charged for non-emergency use of the emergency room. Emergency (defined as): An acute, sudden onset of a sickness or bodily injury which is life threatening or will significantly worsen with out immediate medical or surgical treatment. (Regardless of final diagnosis).
- Effective January 1, 2008, the PPO out-of-network deductible and HSP deductible will change as follows:
 - Individual from \$200 to \$250
 - Family aggregate from \$600 to \$700

5. **Article 27 – Funeral Leave**

Modify Funeral Leave article as follows:

Whenever a death occurs to a parent, stepparent, spouse or child/stepchild of an employee, the Employer shall compensate the employee for any time lost from work during the next five (5) succeeding work days following said death. At least one (1) of the five (5) days off must be used to attend the funeral. Should such death occur during the employee's vacation, he shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day. Should the funeral or internment occur at a delayed date (example, winter death and spring internment), the employee may use one (1) of the five (5) days to attend the funeral or internment.

Three (3) days leave shall be granted in the event of death of sibling (brother or sister) or grandchild.

One (1) day leave shall be granted in the event of death of aunt/uncle of the employee or spouse, grandparent, mother/father-in-law, spouse's grandparents, sister/brother-in-law, son/daughter-in-law.

In the case of a death of an employee's family/in-law of a regular part-time employee, the employee will be granted an excused absence up to the allotted days referenced above, beginning on the succeeding calendar days starting on the date of death or the day following the death. If

during this leave, the employee has scheduled work days, the employee will be paid for those scheduled work days only. The employee will not be paid for any of these days which are non-scheduled workdays. Should any death occur during an employee's vacation, he/she shall receive additional time off with pay for any scheduled work day affected by a time to be mutually agreed upon.

In the case of death of a spouse's grandparent or of a son/daughter-in-law, brother/sister-in-law, aunt or uncle of the employee or spouse, the regular part-time employee shall be granted one (1) day with pay to attend the funeral provided such day is a scheduled work day. If the funeral day is not a scheduled work day, the employee will not be paid for this one (1) day.

6. Article 28 – Uniform Allowance

Increase by \$15.00 each year of Agreement.

7. Article 30 – Wisconsin Retirement System

(Maximum contribution on a bi-weekly basis)

01/01/07 \$124.00

01/01/08 \$127.00

8. Article 34 – Parking Expense

Add the following beginning line 1051:

As long as there are at least three (3) employees parking in a lot the County will deduct payment on a pretax payment and remit to the lot.

9. Article 31 - Wages

Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2007 and a 1.5% wage increase the first pay period of July 1, 2007.

Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2008 and a 1.5% wage increase the first pay period of July 1, 2008.

Following is the wage adjustment grid for Correctional Officers.

2007-2008 PAY GRID

<u>2006</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>5 years</u>		
	\$16.40	\$17.16	\$17.57	\$17.95		
<u>2007</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>5 years</u>	<u>6 years</u>	
Jan (1.5%)	\$16.65	\$17.40	\$17.83	\$18.2	\$19.58 eff 6/1/07	
July (1.5%)	\$16.89	\$17.67	\$18.10	\$18.49	\$19.88	
New Hires	\$16.40	\$17.37				
<u>2008</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>5 years</u>	<u>6 years</u>	<u>7</u>
years						
Jan (1.5%)	\$17.14	\$17.93	\$18.36	\$18.75	\$20.17	\$21.13
July (1.5%)	\$17.40	\$18.20	\$18.64	\$19.04	\$20.48	

\$21.45		
New Hires	\$17.02	\$17.98

Upon ratification all officers on payroll would be red circled and progress through the grid as follows:

In 2007 any officer moving to a position that did not get an increase (i.e. 1 year rate in 2007) would receive the 1.5% increase in January and 1.5% increase in July. This officer would move to the proposed grid schedule in the following year.

All officers hired after ratification would progress via new grid.

<u>Corporals</u>	Jan 1 2007 \$1.30 above corrections officer at any step
	Jan 1 2008 \$1.35
<u>Lance Corporals</u>	Jan 1 2007 \$1.05 above corrections at any step
	Jan 1 2008 \$1.10

(Direct Deposit)

Add the following beginning line 961:

All employees will participate for a three (3) month period to be determined by mutual agreement. After this trial, employee may opt out. Once an employee is enrolled after trial they must continue to participate in direct deposit. For employees hired after March 1, 2007 all employee payouts will be made by direct deposit.

10. Memorandums of Agreement

Modify the Overtime Distribution Memo – as attached
All current MOU's to become part of Labor Agreement where appropriate.

MEMORANDUM OF UNDERSTANDING

Overtime Distribution Procedure

For purposes of scheduling when Correctional Officers vacancies occur, supervisors will utilize this established call-in procedure or will designate who will be responsible to use this call-in procedure. Any call-in may vary due to gender specific requirements. Correctional Officers are not eligible to fill Corporal, Lance Corporal, or Training Officer Overtime.

To minimize forced overtime, a junior employee volunteering for all eight hours of a vacancy will prevail over a senior employee volunteering for four hours. The exception is when the senior employee finds a volunteer to cover the remaining four hours of the vacancy prior to the five-day period of no bumping.

No employee will be forced to work more than three (3), twelve (12) hour shifts in a five (5) calendar day period except in an emergency. Twelve (12) hour shifts scheduled on a voluntary basis also count toward the maximum. However, the same officer is not entitled to cancel any pre-signed overtime shift within the same five (5) day work week.

Unless mutually agreed, no employee volunteering for overtime may cancel their overtime within five (5) days of their scheduled overtime.

A senior employee can bump a junior employee from a scheduled overtime assignment, providing the bump is made five (5) days prior to the day the overtime is available. Junior employees and Corporals

signing within the five (5) day period are not subject to being bumped.

A Corrections Officer may bump a Corporal or Lance Corporal from a scheduled Line Officer overtime assignment providing the bump is made five (5) days prior to the day the overtime is available.

Approved schedule vacancies will promptly be posted by management.

Corporals and Lance Corporals volunteering for Correction Officer overtime will be paid commensurate to the Correctional Officer work opportunity. Corporals, Lance Corporals and Training Officers forced to work a Correctional Officer overtime opportunity will be paid commensurate with their rank.

Procedure for scheduling approved corporal vacancies. Corporals must be qualified for the vacancy.

1. Offer to corporals in the section in seniority order.
2. Offer to corporals within the jail in seniority order.
3. Force Corporals within the section by inverse seniority.
4. Force corporals within the jail by inverse seniority.

Call in procedure with more than four (4) hours notice.

1. ~~Offer to those employees on their regularly scheduled day off, in seniority order, from sections where the vacancy exists.~~
2. ~~Offer to employees on adjacent shifts within the section, in seniority order, to cover both ends of the vacancy.~~
3. ~~Offer to employees on adjacent shifts within the jail, in seniority order, to cover both ends of the vacancy.~~
Offer to employees by master seniority.
4. Offer to corporals by seniority
5. Force within section by inverse seniority.
6. Force Corrections Officers within the jail by inverse seniority,

Call in Procedure with four (4) hours or less notice.

1. Make announcement over PA systems, assignment will be made to the senior employee responding within the first half hour after the announcement.
2. If no one comes forward in Step 1, management will time permitting attempt to fill the vacancy from off duty CO's at it's discretion without regard to seniority.
3. Force by inverse seniority per five (5) and six (6) above.

Employees volunteering for an overtime assignment will not be forced for additional hours unless the procedure listed above have failed to fill the vacancy.

-

For the County:

MICHAEL KWATERSKI Date

For the Union:

MIKE WILLIQUETTE Date

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: \s\ Carol Kelso, County Executive

Date: 1/23/2007

No. 9c -- RESOLUTION REGARDING: TO EXECUTE A 2007-2008 LABOR AGREEMENT WITH THE BROWN COUNTY HIGHWAY DEPARTMENT EMPLOYEES

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two (2) year labor agreement on behalf of Brown County with the Brown County Highway Department Employees for the years 2007-2008 effective January 1, 2007, which agreement shall provide the following major changes from the 2006 labor agreement.

All items, with the exception of wages, or except as specifically provided otherwise, will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. Article 11 – Insurance

The following changes will take place effective January 1, 2007.

Based on the 2007 HSP enrollments should the number fall below 10% of total Brown County Highway employees, the HSP will discontinue in January 1, 2008.

Employees hired after January 1, 2007 will be offered the PPO plan.

The following changes to the PPO plan are effective midnight December 31, 2006.

- PPO ambulance usage for medically necessary events will be paid at 95%.
- A 3 – tier formulary will be followed for all prescriptions:
 - 20% Generic
 - 25% Preferred
 - 25% + \$15 surcharge– non-preferred
- There will be a ~~\$25~~ \$50 penalty charged for non-emergency use of the emergency room. Emergency (defined as): An acute, sudden onset of a sickness or bodily injury which is life threatening or will significantly worsen with out immediate medical or surgical treatment. (Regardless of final diagnosis).
- Effective January 1, 2008, the PPO out-of-network deductible and HSP deductible will change as follows:
 - Individual from \$200 to \$250
 - Family aggregate from \$600 to \$700

11.3 Retirees

Replace with the following:

Those employees who retire under the Wisconsin Retirement System, or those employees who become covered by Social Security by disability, may continue to be covered under the County's health plan at the group rate until age sixty-five (65) by making self premium payments to the

County. Retired employees with at least ten (10) full years of service with Brown County and eligible for benefits under the Wisconsin Retirement System are eligible to continue health benefits for their lifetime and the lifetime of their current spouse provided they pay the entire premium cost.

2. Article 12 – Wisconsin Retirement System

Amend WRS as follows:

In 2007 the Employer shall contribute to the Wisconsin Retirement System up to ~~two thousand nine hundred seventy-six dollars (\$2976)~~ three thousand two hundred forty-nine dollars (\$3249) per year on behalf of the employee's retirement contribution. In 2008 the Employer shall contribute to the Wisconsin Retirement System up to ~~three thousand fifty-nine dollars (\$3059)~~ three thousand three hundred forty seven (\$3347) per year on behalf of the employee's retirement contribution.

3. Article 14 – Wages

Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2007 and a 1.5% wage increase the first pay period of July 1, 2007.

Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2008 and a 1.5% wage increase the first pay period of July 1, 2008.

Add the following beginning line 289:

Direct Deposit

All employees will participate for a three (3) month period to be determined by mutual agreement. After this trial, employee may opt out. Once an employee is enrolled after trial they must continue to participate in direct deposit. For employees hired after March 1, 2007 all employee payouts will be made by direct deposit.

4. Article 19 – Funeral Leave

Modify Article 19 as follows:

Whenever a death occurs to a parent, stepparent, spouse or child/stepchild of an employee, the Employer shall compensate the employee for any time lost from work during the next five (5) succeeding work days following said death. At least one (1) of the five (5) days off must be used to attend the funeral. Should such death occur during the employee's vacation, he shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day. Should the funeral or internment occur at a delayed date (example, winter death and spring internment), the employee may use one (1) of the five (5) days to attend the funeral or internment.

Three (3) days leave shall be granted in the event of death of sibling (brother or sister) or grandchild.

One (1) day leave shall be granted in the event of death of aunt/uncle of the employee or spouse, grandparent, mother/father-in-law, spouse's grandparents, sister/brother-in-law, son/daughter-in-law.

In the case of a death of an employee's family/in-law of a regular part-time employee, the employee will be granted an excused absence up to the allotted days referenced above, beginning on the succeeding calendar days starting on the date of death or the day following the death. If during this leave, the employee has scheduled work days, the employee will be paid for those scheduled work days only. The employee will not be paid for any of these days which are non-scheduled workdays. Should any death occur during an employee's vacation, he/she shall receive additional time off with pay for any scheduled work day affected by a time to be mutually agreed upon.

In the case of death of a spouse's grandparent or of a son/daughter-in-law, brother/sister-in-law, aunt or uncle of the employee or spouse, the regular part-time employee shall be granted one (1) day with pay to attend the funeral provided such day is a scheduled work day. If the funeral day is not a scheduled work day, the employee will not be paid for this one (1) day.

5. **Article 22: Hours of Work**

Add the following:

The employer and the employee mutually agree that overtime may be earned as compensatory time and banked. Usage will be by mutual agreement between the employer and the employee. Compensatory time will not accumulate in excess of 80 hours. Compensatory time will not be allowed to be carried over from year to year and will be paid out at the rate it is earned.

6. **Article 25 – Seniority**

Add: When two (2) or more employees are hired on the same date seniority shall be determined by entry test scores.

7. **SCHEDULE A**

Modify the following:

All employees in the mechanic category and blacksmith category required to furnish tools shall be reimbursed up to the total of ~~three hundred fifty dollars (\$350)~~ three hundred sixty dollars (\$360.00) in 2007 and three hundred seventy dollars (370.00) in 2008.

- For 2007 the position of Chief Mechanic in Classification A of the wage schedule will be \$0.75/hour higher than the 1st Mechanic in Classification D of the wage schedule.

- For 2008 the position of Chief Mechanic in Classification A of the wage schedule will be \$1.00/hour higher than the 1st Mechanic in Classification D of the wage schedule. The intent is for the Chief Mechanic to maintain a \$1.00/ hour differential above the 1st Mechanic pay, in future years

8. **Memorandums of Agreement**

- All current MOU's to become part of Labor Agreement where appropriate.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: \s\ Carol Kelso, County Executive

Date: 1/23/2007

No. 9d -- RESOLUTION REGARDING: TO EXECUTE A 2007-2008 LABOR AGREEMENT WITH THE BROWN COUNTY AUSTIN STRAUBEL INTERNATIONAL AIRPORT EMPLOYEES, LOCAL 75

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two (2) year labor agreement on behalf of Brown County with the Brown County Austin Straubel International Airport Employees, Local 75, for the years 2007-2008 effective January 1, 2007, which agreement shall provide the following major changes from the 2006 labor agreement.

All items, with the exception of wages, or except as specifically provided otherwise, will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. ARTICLE 11 – INSURANCE

The following changes will take place effective January 1, 2007.

Based on the 2007 HSP enrollments should the number fall below 10% of total Brown County Airport employees, the HSP will discontinue in January 1, 2008.

Employees hired after January 1, 2007 will be offered the PPO plan.

The following changes to the PPO plan are effective midnight December 31, 2006.

- PPO ambulance usage for medically necessary events will be paid at 95%.
- A 3 – tier formulary will be followed for all prescriptions:
 - 20% Generic
 - 25% Preferred
 - 25% + \$15 surcharge– non-preferred
- There will be a ~~\$25~~ \$50 penalty charged for non-emergency use of the emergency room. Emergency (defined as): An acute, sudden onset of a sickness or bodily injury which is life threatening or will significantly worsen without immediate medical or surgical treatment. (Regardless of final diagnosis)
- Effective January 1, 2008, the PPO out-of-network deductible and HSP deductible will change as follows:
 - Individual from \$200 to \$250
 - Family aggregate from \$600 to \$700

11.3 Retirees

Replace lines 252 – 257 with the following:

Those employees who retire under the Wisconsin Retirement System, or those employees who

become covered by Social Security by disability, may continue to be covered under the County's health plan at the group rate until age sixty-five (65) by making self premium payments to the County. Retired employees with at least ten (10) full years of service with Brown County and eligible for benefits under the Wisconsin Retirement System are eligible to continue health benefits for their lifetime and the lifetime of their current spouse provided they pay the entire premium cost.

2. **ARTICLE 12 – WISCONSIN RETIREMENT SYSTEM**

The Employer's contribution will be effective the first pay period of each contract year. The contribution schedule will be administered as follows:

Up to a Maximum Per Year

2007 - \$2947

2008 - \$3035

3. **ARTICLE 14 -WAGES**

Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2007 and a 1.5% wage increase the first pay period of July 1, 2007.

Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2008 and a 1.5% wage increase the first pay period of July 1, 2008.

Direct Deposit

All employees will participate for a three (3) month period to be determined by mutual agreement. After this trial, employee may opt out. Once an employee is enrolled after trial they must continue to participate in direct deposit. For employees hired after March 1, 2007 all employee payouts will be made by direct deposit.

4. **ARTICLE 19 – FUNERAL LEAVE**

Add the following beginning line 516:

Whenever a death occurs to a parent, stepparent, spouse or child/stepchild of an employee, the Employer shall compensate the employee for any time lost from work during the next five (5) succeeding work days following said death. At least one (1) of the five (5) days off must be used to attend the funeral. Should such death occur during the employee's vacation, he shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day. Should the funeral or internment occur at a delayed date (example, winter death and spring internment), the employee may use one (1) of the five (5) days to attend the funeral or internment.

Three (3) days leave shall be granted in the event of death of sibling (brother or sister) or grandchild.

One (1) day leave shall be granted in the event of death of aunt/uncle of the employee or spouse, grandparent, mother/father-in-law, spouse's grandparents, sister/brother-in-law, son/daughter-in-

law.

In the case of a death of an employee's family/in-law of a regular part-time employee, the employee will be granted an excused absence up to the allotted days referenced above, beginning on the succeeding calendar days starting on the date of death or the day following the death. If during this leave, the employee has scheduled work days, the employee will be paid for those scheduled work days only. The employee will not be paid for any of these days which are non-scheduled workdays. Should any death occur during an employee's vacation, he/she shall receive additional time off with pay for any scheduled work day affected by a time to be mutually agreed upon.

In the case of death of a spouse's grandparent or of a son/daughter-in-law, brother/sister-in-law, aunt or uncle of the employee or spouse, the regular part-time employee shall be granted one (1) day with pay to attend the funeral provided such day is a scheduled work day. If the funeral day is not a scheduled work day, the employee will not be paid for this one (1) day.

5. **ARTICLE 20: VACATION**

Add the following beginning at line 528:

One (1) employee shall be guaranteed vacation on a weekly basis.

6. **ARTICLE 22 – HOURS OF WORK**

Change Lines 568-583:

Any work performed outside their regular assigned hours shall be paid for at time and one-half (1½) the regular rate of pay in any tour of duty, provided such hours are authorized or approved by the supervisor. This paragraph shall not apply to changes in the regularly assigned hours or work at the request of the employee approved at the sole discretion of the employer. Maintenance Mechanic/Heavy Equipment Operators shall receive two (2) times their regular rate of pay for all hours worked on Sunday, except when Sunday is part of the normal work week.

Since Austin Straubel International Airport is a seven (7) day a week operation, the Utility Worker employees work week is not scheduled just during Monday through Friday. Some employees may work various schedules other than Monday through Friday which may include split work weeks. Employees who as a part of their regular scheduled work week work on Saturday or Sunday, will not be compensated at a rate higher than their regular straight rate of pay. Employees who work in excess of eight (8) hours per day or forty (40) hours per week are covered by the language in this Agreement. Employees who work on an unscheduled Sunday shall be paid double time for Maintenance Mechanics. Maintenance Mechanics and Buildings and Grounds employees who work in excess of eight (8) hours per day on a scheduled Sunday shall be paid double time. . Utility Worker employees who work in excess of eight (8) hours per day on a scheduled Sunday shall be paid time and one half (1½).

This double time provision shall not apply to part-time employees. Part-time employees will not be used for premium pay purposes until all regular full-time employees have been requested to work.

Maintenance Mechanic & Heavy Equipment Operators

The work week shall be Monday through Friday, scheduled between 6:00 AM to 4:30 PM with one-half (1/2) hour off for lunch without pay. Any temporary changes contrary shall be posted

one week in advance. One fifteen minute break with pay shall be allowed in the first half of the work day and one fifteen minute break in the second half of the work day.

One (1) Maintenance Mechanic position's hours shall be Friday through Tuesday, 12:00 Noon to 10:00 PM with one half hour off for lunch without pay.

Add the following beginning lines 595:

Compensatory Time

The employer and the employee mutually agree that overtime may be earned as compensatory time and banked. Usage will be by mutual agreement between the employer and the employee. Compensatory time will not accumulate in excess of 80 hours. Compensatory Time will not be allowed to be carried over from year to year and will be paid out at the rate it is earned.

7. ARTICLE 23 – SENIORITY

Add the following beginning line 669:

When two (2) or more employees are hired on the same date seniority shall be determined by entry test scores.

8. ARTICLE 26 – UNIFORM ALLOWANCE

Increase by \$15.00 each year of Agreement.

9. SCHEDULE A

Modify the following beginning lines 749:

Effective January 1, ~~1997~~, **2007** all employees shall receive an additional ~~twenty cents (.20)~~ **thirty (.30)** per hour between the hours of 5:00 p.m. and 6:00 a.m.

9. MEMORANDUMS OF AGREEMENT

Field Inspections and Standby Pay resign

CDL Loss of License Policy resign

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: _____ \s\ Carol Kelso, County Executive _____

Date: 1/23/2007

No. 9e -- RESOLUTION REGARDING: TO EXECUTE A 2007-2008 LABOR AGREEMENT WITH THE BROWN COUNTY COURTHOUSE EMPLOYEES

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two (2) year labor agreement on behalf of Brown County with the Brown County Courthouse Employees, for the years 2007-2008 effective January 1, 2007, which agreement shall provide the following major changes from the 2006 labor agreement.

All items, with the exception of wages, or except as specifically provided otherwise, will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. Article 12 – Insurance

The following changes will take place effective January 1, 2007.

Based on the 2007 HSP enrollments should the number fall below 10% of total Brown County Courthouse employees, the HSP will discontinue in January 1, 2008.

Employees hired after January 1, 2007 will be offered the PPO plan.

The following changes to the PPO plan are effective midnight December 31, 2006.

- PPO ambulance usage for medically necessary events will be paid at 95%.
- A 3 – tier formulary will be followed for all prescriptions:
 - 20% Generic
 - 25% Preferred
 - 25% + \$15 surcharge– non-preferred
- There will be a ~~\$25~~ \$50 penalty charged for non-emergency use of the emergency room. Emergency (defined as): An acute, sudden onset of a sickness or bodily injury which is life threatening or will significantly worsen without immediate medical or surgical treatment. (Regardless of final diagnosis).
- Effective January 1, 2008, the PPO out-of-network deductible and HSP deductible will change as follows:
 - Individual from \$200 to \$250
 - Family aggregate from \$600 to \$700

12.3: Retirees

Replace lines 316- 321 with the following:

Retired employees with at least ten (10) full years of service with Brown County and eligible for benefits under the Wisconsin Retirement System are eligible to continue health plan benefits for their lifetime and the lifetime of their current spouse provided they pay the entire premium cost. Dental plan benefits will terminate for each retiree/spouse upon the first of the month in which the retiree/spouse attains age 65. Disabled employees eligible for benefits under the Wisconsin Retirement System are also eligible for the above health and dental plan continuation rights.

2. Article 13 – Wisconsin Retirement System

The Employer's contribution will be effective the first pay period of each contract year. The contribution schedule will be administered as follows:

Up to a Maximum Bi-Weekly

01/01/07 - \$124.00

01/01/08 - \$127.00

3. Article 15 – Wages

- Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2007 and a 1.5% wage increase the first pay period of July 1, 2007.

- Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2008 and a 1.5% wage increase the first pay period of July 1, 2008.

Direct Deposit

- All employees will participate for a three (3) month period to be determined by mutual agreement. After this trial, employee may opt out. Once an employee is enrolled after trial they must continue to participate in direct deposit. For employees hired after March 1, 2007 all employee payouts will be made by direct deposit

4. Article 20 – Funeral Leave

- Amend Funeral Leave language as follows:

Whenever a death occurs to a parent, stepparent, spouse or child/stepchild of an employee, the Employer shall compensate the employee for any time lost from work during the next five (5) succeeding work days following said death. At least one (1) of the five (5) days off must be used to attend the funeral. Should such death occur during the employee's vacation, he shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal workday. Should the funeral or internment occur at a delayed date (example, winter death and spring internment), the employee may use one (1) of the five (5) days to attend the funeral or internment.

Three (3) days leave shall be granted in the event of death of sibling (brother or sister) or grandchild.

One (1) day leave shall be granted in the event of death of aunt/uncle of the employee or spouse, grandparent, mother/father-in-law, spouse's grandparents, sister/brother-in-law, son/daughter-in-law.

In the case of a death of an employee's family/in-law of a regular part-time employee, the employee will be granted an excused absence up to the allotted days referenced above, beginning on the succeeding calendar days starting on the date of death or the day following the death. If during this leave, the employee has scheduled work days, the employee will be paid for those scheduled work days only. The employee will not be paid for any of these days which are non-scheduled workdays. Should any death occur during an employee's vacation, he/she shall receive additional time off with pay for any scheduled work day affected by a time to be mutually agreed upon.

In the case of death of a spouse's grandparent or of a son/daughter-in-law, brother/sister-in-law,

aunt or uncle of the employee or spouse, the regular part-time employee shall be granted one (1) day with pay to attend the funeral provided such day is a scheduled work day. If the funeral day is not a scheduled work day, the employee will not be paid for this one (1) day.

5. Article 24 Hours of Work

Amend the following beginning line 686:

~~The employer and the employee may mutually agree that overtime may be taken as compensatory time. If overtime is paid, the compensation will be paid at the rate which is in effect at the time payment is made.~~ The employer and the employee mutually agree that overtime may be earned as compensatory time and banked. Usage will be by mutual agreement between the employer and the employee. Compensatory time will not accumulate in excess of 80 hours. Compensatory time will not be allowed to be carried over from year to year and will be paid out at the rate it is earned.

6. Article 25 – Seniority

Amend the following beginning lines 730:

~~When two (2) or more persons are hired on the same date, seniority shall be determined first by the date physically reporting to work; second, when two (2) or more people involved report on the same date, names will be drawn by the Human Resources Department.~~ When two or more employees are hired on the same date seniority shall be determined by entry test scores.

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7. Article 29 – Parking Expense

Add the following at line 832:

An employee's parking expense can be deducted from the employee's paycheck on a pre-tax basis beginning March 1, 2007, with the understanding that participation requires a three (3) person minimum per landlord.

8. Article 30 – Uniform Allowance

Increase all categories by \$15.00 each year of Agreement.

9. Schedule A

Modify the following beginning line 1111:

Shift premium of ~~\$.20~~ \$.30 per hour for second (afternoon shift) and ~~\$.25~~ \$.40 per hour for third (night) shift shall be paid to employees for actual hours worked in classifications where a 24-hour operation is in effect and includes Courthouse Complex custodial and maintenance personnel, and telecommunications operators.

Modify the following beginning line 1117:

Park Rangers will receive a ~~\$.20~~ \$.30 per hour premium for hours worked between 6:00 p.m. and midnight and ~~\$.25~~ \$.40 per hour premium for hours worked between midnight and 6:00 a.m.

Add the following paragraphs beginning line 1119:

Court Appearance and Cancellations.

If an employee is scheduled to appear in court on a normally scheduled day outside the employee's normally scheduled hours, such employee shall receive a minimum of four hours pay at his normal rate of pay. An employee shall be compensated for five hours of pay at his/her

normal rate of pay when a schedule court appearance call-in on a day off or scheduled vacation has been canceled.

- An employee who is schedule for court is required to call the supervisor after 6:00 p.m. on the day prior to the scheduled court appearance. In the event that a cancellation has not been confirmed at this time, the employee shall be entitled to the normal pay such employee was to receive as if the court appearance had not been canceled.

- In the event that an employee has been scheduled for two court appearance on any single day, one in the morning and one in the afternoon, and the court case scheduled in the afternoon is canceled on the morning thereof, the employee, if he/she appeared for the morning case, shall receive 40 minutes compensation at his/her time and on-half rate of pay.

10. Memorandums of Understanding

All current MOU's to become part of Labor Agreement where appropriate.

Modify the addendum to the courthouse contract for Telecommunications Operators (attached)

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: \s\ Carol Kelso, County Executive

Date: 1/23/2007

ADDENDUM TO THE BROWN COUNTY COURTHOUSE COMPLEX CONTRACT

(Telecommunication Operators)

All provisions set forth in the preceding labor agreement shall apply to the telecommunication operator classification except as amended below.

Hours

The normal schedule shall consist of five (5) duty days followed by two (2) days off, five (5) duty days followed by three (3) days off in a repeating cycle with each day consisting of an eight (8) hour shift. This schedule provides seventy-six (76) duty hours each biweekly pay period.

Brown County agrees to continue monitoring the telecommunication operator classification regarding staffing and workload requirements on various shifts.

Telecommunication Operators subpoenaed on their off duty hours to appear before a court, public body or commission in connection with County business, shall receive minimum call-in pay.

The parties agree that no part-time Telecommunicator shall work more than five (5), eight (8) hour work days in any seven (7) day period. Whatever days of the week these work days occur, the part-time Telecommunicators will be paid straight time except when they are required to work on holidays as outlined in Article 23, Holidays. Telecommunicators who work more than five (5) eight (8) hour work days or more than forty (40) hours within a seven (7) day period, will be paid overtime. ~~Overtime will still be available by virtue of Step 3, (Telecommunication Operators Call In Procedure Memorandum of Understanding) Page 25. Remove no longer an MOU~~

Holidays, vacations, days off, comp time and personal leave days will begin four (4) hours after the end of the employee's last scheduled work shift and end four (4) hours prior to the next scheduled work shift.

Scheduling of Part Time Employees

Part time employees will choose a group for scheduling purposes based on their seniority. Part time employees will pick up their base of twenty-four (24) hours in their five-day rotation, but will need to be available up to forty (40) base hours on those five (5) days.

Additional work will be scheduled based on the seniority amongst the regular telecommunication operators. If a part time operator is at forty (40) hours already for their five (5) day rotation, the remaining part time employees without forty (40) hours will be reviewed and offered/forced based on the part time employees seniority, up to a maximum of forty (40) hours during their five-day rotation. The days off of part time employees will be protected unless it is absolutely necessary to call in.

Time off (i.e. vacation, personal time, comp time) can be taken subject to the normal time off procedures of the regular telecommunication operators.

Overtime

Employees shall be compensated at the rate of time and one-half (1½) for overtime, which shall be computed on the basis of premium pay for work performed in excess of forty (40) hours in any 5-2 or 5-3 cycle. Paid vacation, paid holidays, and paid sick leave will be considered hours worked for overtime computation.

~~Overtime shall be distributed as equitably as possible depending on the particular work and skills involved. The parties agree that through December 31, 2003, equalization will be used for voluntary overtime only.~~

~~-~~

~~Anyone volunteering for overtime and wanting to cancel will have to find their own replacement following seniority principles if canceled less than ten (10) days prior to the scheduled overtime. If cancelled prior to ten (10) days, management will be responsible for filling the vacancy.~~

Overtime shall be distributed by seniority, depending on assignment (Lead or TCO)

Anyone volunteering for overtime and wanting to cancel will have to find their own replacement following seniority principles if canceled less than ten (10) days prior to the scheduled overtime. If canceled prior to ten (10) days, management will be responsible for filling the vacancy. All vacated overtime will be filled from original posting. If no one from posting takes the overtime it will be offered by seniority depending on assignment. (Lead or TCO)

Call In Procedure

The parties recognize that shifts/work schedules may be changed by management in order to meet the public safety demands; therefore, the following outlines the telecommunication call in procedure.

For purposes of call in when open hours occur, supervisors will utilize the established call-in procedures or will designate who will be responsible to use the call-in procedure.

When telecommunicators regularly scheduled to work are unable to report as the result of illness, family emergencies, etc., the following steps, in the order listed, shall be utilized to locate a replacement, with

the approval of the on-duty communications center supervisor.

Step 1: Part-time telecommunicators with less than 40 hours worked

Step 2: Offer hours to telecommunicators or Leads on their group off days by seniority based on assignment (Lead or TCO) If he/she refuses or cannot be contacted, he/she shall forfeit their turn.

Step 3: Offer hours to telecommunicators or Leads on duty by seniority based on assignment (Lead or TCO)

Step 4: Offer to Leads if TCO have passed on overtime

Step 5: If no telecommunicator accepts overtime in Step 3, the telecommunicator/Lead (based on assignment) with the least seniority will be forced to work the hours.

~~Step 2: Telecommunicators on their group off days during the hours to be filled shall be called in rotation order. If he/she refuses or cannot be contacted, he/she shall forfeit their turn.~~

-

~~Step 3: Offer four (4) hours overtime to telecommunicator, in order of seniority, by following the procedure below for hours involved:~~

-

~~7:00 a.m. - 11:00 a.m.~~

~~11:00 p.m. - 7:00 a.m. telecommunicators on duty be held over or~~

~~11:00 a.m. - 7:00 p.m. telecommunicator called in early.~~

-

~~11:00 a.m. - 3:00 p.m.~~

~~3:00 p.m. - 11:00 p.m. telecommunicators called in early~~

-

~~3:00 p.m. - 7:00 p.m.~~

~~7:00 a.m. - 3:00 p.m. telecommunicators on duty be held over or~~

~~7:00 p.m. - 3:00 a.m. telecommunicator called in early.~~

-

~~7:00 p.m. - 11:00 p.m.~~

~~11:00 p.m. - 7:00 a.m. telecommunicators called in early or~~

~~11:00 a.m. - 7:00 p.m. telecommunicator on duty be held over.~~

-

~~11:00 p.m. - 3:00 a.m.~~

~~3:00 p.m. - 11:00 p.m. telecommunicator on duty be held over.~~

-

~~3:00 a.m. - 7:00 p.m.~~

~~7:00 a.m. - 3:00 p.m. telecommunicators called in early or~~

~~7:00 p.m. - 3:00 a.m. telecommunicator on duty held over.~~

-

~~Step 4: If no telecommunicator accepts overtime in Step 3, telecommunicator with the least seniority shall work the hours in accordance to Step 3 procedures.~~

-

~~Employees must have a minimum of eight consecutive hours off within a 24 hours period. Employees will have a minimum of twelve (12) hours ten (10) hours off between assignments, providing the vacancy can be otherwise filled. Employees can be scheduled with less than ten (10) hours off between assignments if other scheduling procedures have failed to fill the vacancy. Employees will not be~~

forced, but may volunteer to come in to work with less than ten (10) hours between assignments. This is considered a minimum and will not be followed if there are safety or other operational concerns. This limitation will not be applied where it would result in the same individuals continually working 16-hour shifts. Due to the emergency nature of the dispatch center, deviations may occur.

The call-in procedure for holidays shall be as follows: 1. Ask by seniority amongst group off duty; 2. Ask employees on duty to fill half shift; 3. Force most junior part-time employee except on day off; 4. Force most juniors on duty to fill half shift.

Unforeseen events may at times require a deviation from this procedure in which case the on-duty Communications Center supervisor shall make a determination.

The Union is within its rights to grieve/arbitrate the issue of whether or not any deviation from the call-in procedure was the result of a bona fide unforeseen event.

Shift Trades

Telecommunication Operators may trade shifts, subject to management approval. Shift trades cannot impose additional costs to the operation, and cannot be made to be effectively change regularly assigned shifts. Issues arising from the trading of shifts are not subject to the grievance procedure.

Vacancies

Any vacancy in the TCO position will be filled by bargaining unit seniority among TCOs. ~~Leads will only be included in the call in if two (2) Leads are scheduled on the adjacent shift.~~

A vacant Lead position when two (2) Leads are scheduled will be filled in the same manner, provided one (1) Lead is working. When only one (1) Lead is scheduled and this position is vacant, the vacancy will be filled by Leads according to seniority.

Management will consider training additional TCOs to be fill-in Leads. Fill-in Leads seniority will only be with TCOs and they will only receive Lead pay while performing Lead duties.

Any overtime in the TCO position will be filled by bargaining unit seniority among the TCO's. Leads will only be included in the call in if all TCO's have passed on the overtime. Overtime will be offered to the Leads by Lead seniority. Any vacancy in the Lead TCO position may be filled by Lead seniority among the Leads only.

Under no circumstances will any TCO or Lead TCO (within their respective groups) be forced to work on their scheduled day off or more hours than they may have volunteered for unless all of the following remedies have failed to produce someone to fill the vacancy:

- Volunteers
- Inversed seniority

Vacations

The vacation policy for the Brown County telecommunication operators shall be on the workday basis as follows:

0-1 year of service:	6 working days of vacation
1-6 years of service:	12 working days of vacation
7-12 years of services:	18 working days of vacation
13-14 years of service:	24 working days of vacation
15-16 years of service:	25 working days of vacation
After 17 years of service:	26 working days of vacation

After 18 years of service:	27 working days of vacation
After 19 years of service:	28 working days of vacation

Three employees per day from the telecommunication operator classification may be on vacation during anyone (1) day except that not all three (3) may be from the identical shift, however, may be from overlapping shifts. A minimum of two (2) employees may be on vacation from any one (1) shift. Brown County will continue to review conditions for allowing three (3) employees from identical shifts to be on vacation at one time. All initial vacations picks are by seniority. Any and all picks after selection process is complete are based on first come, first serve.

Vacations will be requested at least three (3) days in advance. It is understood that vacation may be granted with less than three (3) days notice at the discretion of ~~the shift commander~~ management.

Part-time Telecommunicators will receive one (1) separate check for vacation time following the first regular pay period in December and will not thereafter be allowed to use vacation time for the duration of the calendar year.

Vacation Selection

All Telecommunication Center Operators will begin vacation selections on October 1 for the following year. An official seniority pick list will be kept ~~with the vacation selection book~~ in the Communications Center. The vacation selection ~~book~~ is kept in the Communications Center.

~~All TCOs will be allowed two (2) rounds of vacation selections or picks. Picks are to be taken one (1) at a time~~ by seniority.

Each TCO will have ~~two (2) days~~ twenty-four (24) hours to complete their pick. If a TCO is on extended leave, vacation time or any off time, they may contact the Lead person or Supervisor by phone, or leave him/her a memo stating what days they would like to select for their pick. If a TCO is passed because of failure to pick within ~~two (2) days~~ **twenty-four (24) hours**, the pick will be passed and will not be allowed to be made up at a later time. A TCO may voluntarily pass their pick. A passed pick cannot be made up at a later time.

The most senior TCO shall take their vacation selection and then notify the ~~next senior TCO~~ **Communications Supervisor** when they have completed their selection or notify the ~~Lead person or~~ Supervisor to advise the next senior person that they have completed their selection. It is recommended that TCOs keep track of the picks and if it is near their turn to check in occasionally to learn the status of the pick or make arrangements to have their pick completed.

TCOs will fill out a time off sheet for the time selected and turn it in to the ~~Lead person or~~ Supervisor. ~~They will place their names in the vacation selection book and it will be initialed by the Lead person or Supervisor.~~

A TCO may cancel a pick by turning in a time off sheet for the time selected and writing cancel on it. Any canceled vacation pick will be offered by seniority after initial selection is complete. ~~during the next pick cycle. Canceled picks may not be selected at a later time. The pick will be considered passed.~~

Cancellation of vacations will not be allowed less than five (5) days prior to the scheduled vacation. All canceled days will become available to all TCOs by seniority after all pick cycles ~~are~~ is done.

Management will make all reasonable effort to approve or deny vacation requests after forty-eight (48) hours after request is made.

~~The above policy has been established at the discretion of management and is subject to change.~~

-

Holidays

All full time telecommunicators will receive their full holidays added to their vacation in the beginning of the year. Part-time telecommunicators will be paid their pro-ration for their holidays when the holidays occur.

Job Transfer

Job vacancies and newly created positions in the telecommunication operator classification will be filled through the established job posting procedure. It is understood, however, that due to the unique nature of the classification the recipient of the job posting will receive ten (10) days of on-the-job training after being selected for the position followed by a ten (10) day familiarization period. Employees job posting into the telecommunication operator classification shall enter the classification at the 12-18 month category maximum. All employees thereafter shall be eligible for wage progression increases. In the event it is determined that an employee presently filling a 911 classification position is unqualified within the telecommunication operator classification, such employee shall continue to be employed within the Brown County Courthouse Complex bargaining unit consistent with his/her seniority, qualifications, and availability of positions under the terms of the current Courthouse Complex labor agreement.

Any Lead or Telecommunicator who becomes a Telecommunications Supervisor may return to the unit without loss of seniority if the return is within ~~60~~ **30 working** days.

Training Program

After the completion of the 10 day on the job training and the 10 day familiarization period, the second phase of the telecommunication training period will begin.

The second phase of training will require a minimum of an additional 30 days of structured supervision to ensure a complete working knowledge of all aspects of the Telecommunication Center.

Any telecommunicator required to train anyone will be compensated at ~~\$-.50~~ **\$.80** per hour during hours of training to be effective upon ratification by the County Board.

Annual Shift Selection

Starting in 1995, for purposes of shift selection, a telecommunication operator's most recent date of hire as a telecommunication operator regardless of fulltime or part-time will be used. For purposes of vacation selection, a telecommunication operator's date of hire into the Courthouse bargaining unit will be used. For overtime opportunities, a telecommunication operator's date of hire into the Courthouse bargaining unit will be used.

Brown County will neither gain nor lose financially due to annual shift selection or daylight savings time changes.

A transition week may have to be scheduled in the event an employee would normally be required to work "extra" days due to an annual shift change wherein no other option exists. In that event, the gaining employee and the losing employee in concert with management will mutually work out a transition week duty schedule where neither employee or Brown County will financially gain or lose.

Employees selecting the same shift in the annual shift selection must remain in the same group.

Shift/group vacancies occurring during the year may be filled by the department head subject to the annual shift selection for the next subsequent year provided the vacancy occurs on or after July 1. Shift/group vacancies will be filled on a "bump-down" basis if they occur prior to July 1.

Eligibility Lists

Procedure For Hiring Telecommunication Operators

1. Once each year, a posting is conducted to establish an internal eligibility list for telecommunication operators. At the same time, an external recruitment is conducted and an eligibility pool ~~list~~ is established with external candidates.
2. Should the internal eligibility list be exhausted and vacancies of telecom operator remain, prior to going to the external eligibility list to fill the vacancy, a letter will be circulated to the Dispatch Center indicating that any current, probationary telecom operator has the opportunity to express their interest in posting for a current vacancy of telecom operator by signing their name to the posted notice in the Human Resources Department. Said letter shall be posted for four (4) working days.
3. The County will consider, by seniority, all individuals who sign this letter of interest prior to going to the external eligibility list for the telecom operator position. For purposes of this memo, employees will be allowed to move from a part-time to full time posting even though they have not been in the part-time posting for more than nine months. In the event that a probationary employee posts into a full-time position under this provision, that employee's probation will continue from the date of initial hire.
4. The County reserves its right to not promote a probationary part-time telecom operator to a current vacancy of telecom operator should there be performance concerns.

Notice is hereby given that the Public Safety Communication Department is creating an internal eligibility list for the position of Telecommunication Operator.

- Article #26 of the Brown County Courthouse Employees Agreement provides that employees who have completed their probationary period are eligible for new positions and vacancies.

An agreement has been reached with Teamsters, Local 75 that limits the posting provisions to one posting per year. The Human Resources Department with the assistance of the Public Safety Communication Department will process the senior employees ~~applicants~~ to establish the internal eligibility list.

Those employees that wish to be considered for the position of telecommunication operator, or wish to change from a full-time to part-time or a part-time to full-time must sign the posted notice in the Human Resources Department. The telecommunication operator eligibility posting will be posted one time each year on August 1 through August 31. During the months of September and October, following the above referenced posting, the County shall complete a hiring procedure, including the following:

- A. A release of information
- B. A background check
- C. A credit check
- D. Past employer check
- E. Customer reference check
- F. Educational transcript
- G. Police check
- H. Any required testing

All persons who have signed the posting and are qualified after going through the hiring procedure will be placed on the eligibility list effective midnight October 31 of the year of the posting.

During the period of time from midnight August 31 through midnight October 31, any vacancies that occur in the position of telecommunicator will be filled from the eligibility list of the preceding year.

The eligibility lists will expire on October 31 of the following year. Should the eligibility list deplete before August 1, a new posting will be posted prior to the August 1 effective date.

FOR BROWN COUNTY:

FOR TEAMSTERS, LOCAL 75:

No. 9f -- RESOLUTION REGARDING: TO EXECUTE A 2007-2008 LABOR AGREEMENT WITH THE BROWN COUNTY MUSEUM EMPLOYEES

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to executed a two (2) year labor agreement on behalf of Brown County with the Brown County Museum Employees for the years 2007-2008 effective January 1, 2007, which agreement shall provide the following major changes from the 2006 labor agreement.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. Article 5 – Seniority

Add: When two (2) or more employees are hired on the same date seniority shall be determined by entry test scores.

2. Article 8 - WAGE SCHEDULE AND PAY POLICY

Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2007 and a 1.5% wage increase the first pay period of July 1, 2007.

Revise to reflect a 1.5% wage increase effective the first pay period of January 1, 2008 and a 1.5% wage increase the first pay period of July 1, 2008.

Direct Deposit

All employees will participate for a three (3) month period to be determined by mutual agreement. After this trial, employee may opt out. Once an employee is enrolled after trial they must continue to participate in direct deposit. For employees hired after January 1, 2007 all employee payouts will be made by direct deposit

3. Article 10 - Work Schedule

Add the following beginning lines 207

The normal work week will be Monday - Friday, the work day will be 9:00 a.m. to 5:00 p.m.
The work schedule may vary, subject to the needs of the operation.

The Security Officer's work week will be Tuesday - Saturday, the normal work day will be 9:20 a.m. to 5:30 p.m. The work schedule may vary, subject to the needs of the operation.

4. Article 12 - Wisconsin Retirement System

Amend WRS as follows:

The Employer contribution will be effective the first pay period of each contract year. The contribution schedule will be administered as follows:

Up to a Maximum Per Month

01/01/2006 - \$220.00	<u>01/01/07 \$240.00</u>
10/01/2006 - \$226.00	<u>01/01/08 \$247.00</u>

-

5. Article 15 - Funeral Leave

Modify Article 15 as follows:

Whenever a death occurs to a parent, stepparent, spouse or child/stepchild of an employee, the Employer shall compensate the employee for any time lost from work during the next five (5) succeeding work days following said death. At least one (1) of the five (5) days off must be used to attend the funeral. Should such death occur during the employee's vacation, he shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day. Should the funeral or interment occur at a delayed date (example, winter death and spring interment), the employee may use one (1) of the five (5) days to attend the funeral or interment.

Three (3) days leave shall be granted in the event of death of sibling (brother or sister) or grandchild.

One (1) day leave shall be granted in the event of death of aunt/uncle of the employee or spouse, grandparent, mother/father-in-law, spouse's grandparents, sister/brother-in-law, son/daughter-in-law.

In the case of a death of an employee's family/in-law of a regular part-time employee, the employee will be granted an excused absence up to the allotted days referenced above, beginning on the succeeding calendar days starting on the date of death or the day following the death. If during this leave, the employee has scheduled work days, the employee will be paid for those scheduled work days only. The employee will not be paid for any of these days which are non-scheduled workdays. Should any death occur during an employee's vacation, he/she shall receive additional time off with pay for any scheduled work day affected by a time to be mutually agreed upon.

In the case of death of a spouse's grandparent or of a son/daughter-in-law, brother/sister-in-law, aunt or uncle of the employee or spouse, the regular part-time employee shall be granted one (1) day with pay to attend the funeral provided such day is a scheduled work day. If the funeral day is not a scheduled work day, the employee will not be paid for this one (1) day.

6. Article 20: Uniform Allowance

- Increase the Security Officer uniform \$15.00 each year of Agreement.

7. Article 11 – Insurance

The following changes will take place effective January 1, 2007.

Based on the 2007 HSP enrollments should the number fall below 10% of total Brown County Museum employees, the HSP will discontinue in January 1, 2008.

Employees hired after January 1, 2007 will be offered the PPO plan.

The following changes to the PPO plan are effective midnight December 31, 2006. PPO ambulance usage for medically necessary events will be paid at 95%.

A 3 – tier formulary will be followed for all prescriptions:

1. 20% Generic
2. 25% Preferred
3. 25% + \$15 surcharge– non-preferred.

There will be a ~~\$25~~ \$50 penalty charged for non-emergency use of the emergency room. Emergency (defined as:) An acute, sudden onset of a sickness or bodily injury which is life threatening or will significantly worsen without immediate medical or surgical treatment. (Regardless of final diagnosis).

Effective January 1, 2008, the PPO out of-network deductible and HSP deductible will change as follows:

5. Individual from \$200 to \$250
6. Family aggregate from \$600 to \$700

8. New Article - Conferences/Workshops

All curators and technicians shall be allowed to attend a conference or a workshop that is specific to their specialty in order to stay current at the County's expense per The County Travel Reimbursement Policy. Trips will be subject to available funds, but every effort will be made to assure funds are available.

9. New Article - Job Analysis

Include job analysis memo.

10. Memorandums of Agreement

All current MOU's to become part of Labor Agreement where appropriate.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: \s\ Carol Kelso, County Executive Date: 1/23/2007

No. 9g -- ORDINANCE REGARDING: TO CHANGE SECTION 2.16 OF THE BROWN COUNTY CODE DEALING WITH APPOINTMENT TERMS

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 2.16 of the Brown County Code is hereby changed to read as follows:

2.16 APPOINTMENT TERMS FOR COMMITTEES, COMMISSIONS, & BOARDS.
All appointments to Committees; Commissions and Boards be appointed for a stated period of time. All appointments will be forwarded to the appropriate oversight committee with a complete resume of the appointee. If there is no oversight committee appropriate for the appointed position, appointments will go to the Executive Committee. The oversight committee will review the appointment and make a recommendation to the Brown County Board of Supervisors. The County Executive, {Wisconsin State Statutes 59.17(2)(c)} will make every effort to re-appoint or make a new appointment to fill expiring terms to Committees; Commissions and Boards in a timely manner. In the event no re-appointment or new appointment is confirmed by the Brown County Board of Supervisors prior to the end of the term of the appointment, the present confirmed member will serve until a re-appointment or new appointment is confirmed.

Respectfully submitted,
EXECUTIVE COMMITTEE

A motion was made by Supervisor Zima and seconded by Supervisor Haefs **“to refer”**. Supervisor Zima withdrew his **“motion to refer.”**

Following discussion, a motion was made by Supervisor Warpinski and seconded by Supervisor Kaye **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

COUNTY EXECUTIVE VETOED ITEM #9G IN PART.

**No. 9h -- RESOLUTION REGARDING: AGING & DISABILITY RESOURCE CENTER
CHANGE IN TABLE OF ORGANIZATION**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown county has received a grant from the Wisconsin Department of Health and Family Services and has created an Aging & Disability Resource Center of Brown County (ADRC) effective July 1, 2005; and

WHEREAS, the ADRC will provide a central location to serve adult residents of Brown County, there families, and caregivers; and

WHEREAS, the population served by the ADRC includes adults with developmental disabilities, physical disabilities, mental illness, and substance abuse needs; elders with disabilities or chronic health problems; healthy elders and young adults with physical and developmental disabilities who are moving into the adult service network; and

WHEREAS, the Department of Health and Family Services has awarded the Brown County Human Services Department a contract of \$1,335,661, of which \$1,079,192 will be allocated to the ADRC to provide ADRC services; and

WHEREAS, the ADRC grant must be used to provide staff to implement ADRC responsibilities; and

WHEREAS, the ADRC Board of Directors has approved adding the following positions: four (4) Information and Assistance Specialists, one (1) additional Disability Benefits Specialist, one (1) Quality Assurance/Outreach/Marketing Coordinator, and one (1) Clerk Typist in order to meet program requirements; and

WHEREAS, the ADRC Board of Directors also approved eliminating 1.5 Receptionist positions in the organizational chart and creating one (1) Front Desk Coordinator position and one (1) Customer Service Specialist position.

WHEREAS, the Human Resources Department has reviewed new job descriptions and established pay grades for these positions.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves the creation and addition of four (4) Information and Assistance Specialists, one (1) Disability Benefits Specialist, one (1) Quality Assurance/Outreach/Marketing Coordinator, and one (1) Clerk Typist II position, one (1) Front Desk Coordinator position, and one (1) Customer Service Specialist position, and the elimination of 1.5 FTE Receptionist positions (maintaining a .25 FTE Receptionist), to the organizational chart of the Aging & Disability Resource Center of Brown County.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

- **Fiscal Impact: (Includes Salary and Fringe)**

Position	Proposed
I & A Specialist (4 FTE's)	66,390 \$265,560
Disability Benefits Specialist	\$ 61,785
QA/Outreach/Marketing Coord.	\$ 77,674
Clerk Typist II	\$ 42,292
Front Desk Coordinator	\$ 39,838
Customer Service Specialist	\$ 37,530
Receptionist (1.50 FTE's)	<u>\$ (51,568)</u>
	\$473,111

Total Fiscal Impact: \$473,111

Monies are from a Human Services Grant and there is no impact on the levy.

A motion was made by Supervisor Fewell and seconded by Supervisor La Violette **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Carol Kelso, County Executive Date: 1/23/2007

No. 9i -- RESOLUTION REGARDING: CHANGING THE HSD'S TABLE OF ORGANIZATION IN SUPPORT OF ADRC EXPANSION

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County received funding from the Wisconsin Department of Health and Family Services to create an Aging & Disability Resource Center of Brown County (ADRC) effective July 1, 2005; and

WHEREAS, the ADRC provides a central location to provide information and assistance, benefits specialist and long term care eligibility determination services to aging and disabled adult residents of Brown County, their families, and caregivers; and

WHEREAS, the ADRC is in year two of program start-up and consumers served by the ADRC will continue to grow in line with demographic trends; and

WHEREAS, consumers served will require consideration of eligibility for Medical Assistance and other forms of economic aid; and

WHEREAS, the availability of an Economic Support Specialist at the ADRC will improve access to economic aid eligibility determinations; and

WHEREAS, the Department of Health and Family Services has increased its funding base to Brown County Human Services Department in support of ADRC expansion by \$657,832 to a total of \$1,335,661 effective January 1, 2007; and

WHEREAS, the Human Services Department and ADRC administrations mutually support the addition of one Economic Support Specialist to the HSD's table of organization to be assigned to the ADRC; and

WHEREAS, the addition will be supported in its entirety with state ADRC funds;

NOW, THEREFORE BE IT RESOLVED, that the Brown county Board of Supervisors approves and authorizes a change in the Human Services Department's table of organization to add one Economic Support Specialist position effective January 1, 2007.

Fiscal Impact

Salaries and Fringe	\$51,822	
ADRC Grant Allocation		(\$51,822)
Levy	0	

Attachments

Position Description

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

ATTACHMENT

**BROWN COUNTY
POSITION DESCRIPTION**

POSITION TITLE: ECONOMIC SUPPORT SPECIALIST 1

REPORTS TO: ECONOMIC SUPPORT SUPERVISOR
DEPARTMENT: HUMAN SERVICES
BARGAINING UNIT: HUMAN SERVICES PARA-PROFESSIONALS

JOB SUMMARY:

Determines eligibility of applicants/recipients for all Economic Support programs including Medical Assistance, Food Stamps and contracted programs by interviewing clients, collecting data, and computing applicant, client and recipient budgets; records and documents information; accesses, prepares and inputs all data into the statewide computer processing system.

ESSENTIAL DUTIES:

Performs/processes determinations and re-determinations of eligibility and other tasks determined to be necessary for effective and efficient program administration.

Identifies, evaluates and responds to changing client eligibility situations.

Processes new program requests, case composition changes/person additions.

Conducts interactive interviews on Client Assistance for Re-employment and Economic Support (CARES) computer systems.

Resolves discrepancies in State produced crossmatches, i.e. State Wage Information Collection Agency (SWICA), Internal Revenue Services (IRS), Social Security, Department of Industry Labor and Human Relations (DILHR).

Evaluates and refers all appropriate cases for front end verification and/or fraud investigation.

Determines over/under payments.

Makes referrals for appropriate services and/or to additional community resources.

NON-ESSENTIAL DUTIES:

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

General Office Equipment
Computer

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Two years of post-secondary education in a business or human services related field, plus two years of professional experience in dealing with the public, and experience using a computer terminal; or any equivalent combination of education, training and experience which provides the necessary knowledge, skills and abilities.

Licenses and Certifications:

None

Knowledge, Skills and Abilities:

Knowledge of the roles of community services and Economic Support functions.
Knowledge of and ability to utilize a computer and the required software.

Ability to work accurately and efficiently under pressure.
 Ability to accept client situations and problems without imposing one's own standards.
 Ability to input data into a computer system.
 Ability to establish and maintain effective working relationships with staff and the public, including people from diverse cultures.
 Ability to interview and obtain information from the public.
 Ability to communicate effectively both orally and in writing.
 Ability to provide case management and case planning services to customers.
 Ability to work the required hours of the position.

PHYSICAL DEMANDS:

Lifting 30 pounds maximum with frequent lifting and/or carrying of object weighing up to 20 pounds.
 Frequent sitting; occasional bending, twisting, squatting and reaching.
 Using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling and operating controls.
 Communicating orally in a clear manner.
 Distinguishing sounds at various frequencies and volumes.
 Distinguishing people or objects at varied distances under a variety of light conditions.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

Reviewed: 10/04; 01/12/06
 Revised: 06/03; 09/01/05

I have read the above position description and understand the duties and responsibilities of the position.

 Employee Name (Please Print)

 Date

 Employee Signature

A motion was made by Supervisor Vander Leest and seconded by Supervisor Kaster **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Carol Kelso, County Executive Date: 1/23/2007

No. 10 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW

No. 10a -- FROM SUPERVISOR ZIMA RE: I AM REQUESTING THE PUBLIC SAFETY COMMITTEE AND THE COUNTY BOARD TO CONSIDER DEVELOPING A WEBSITE TO IDENTIFY PERSONS IN OUR COMMUNITY WHO ARE CONVICTED OF USING ILLEGAL DRUGS.

Refer to Public Safety Committee.

No. 10b -- FROM SUPERVISOR VANDER LEESE RE: REQUEST THAT ALL OUT OF STATE TRAVEL REQUESTED BY COUNTY BOARD MEMBERS BE PAID FOR BY INDIVIDUAL COUNTY BOARD MEMBERS.

Refer to Administration Committee.

No. 10c -- FROM SUPERVISOR FEWELL RE: REVIEW ALL CONSULTANT CONTRACTS IN HUMAN SERVICES COMMUNITY PROGRAMS AND AT THE MENTAL HEALTH CENTER.

Refer to Human Services Committee.

No. 11 -- BILLS OVER \$5,000 FOR PERIOD ENDING JANUARY 2, 2007.

A motion was made by Supervisor Warpinski and seconded by Supervisor De Wane **“to approve the bills over \$5,000 for period ending January 2, 2007”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 12 -- CLOSING ROLL CALL:

Present: Warpinski, De Wane, Nicholson, Theisen, Krueger, Haefs, Erickson, Kaye, Zima, Evans, Vander Leest, Johnson, Dantinne, La Violette, Backmann, Van Deurzen, Fleck, Clancy, Zabel, Scray, Hoeft, Lund, Fewell
Excused: Zeller, De Cleene
Total Present: 24 Total Excused: 2

No. 13 -- ADJOURNMENT TO WEDNESDAY, FEBRUARY 21, 2007 AT 7:00 P.M., LEGISLATIVE ROOM, #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

A motion was made by Supervisor Warpinski and seconded by Supervisor De Wane **“to adjourn to the above date and time”**. Voice vote taken. Motion carried unanimously with no abstentions.

_____/s\ DARLENE K. MARCELLE_____
Brown County Clerk